CONDOMINIUM OFFERING PLAN

720 WEST END AVENUE CONDOMINIUM

720 WEST END AVENUE
NEW YORK, NY 10025

131 Units (including 1 Resident Manager's Unit):	**$428,199,671**
95 Storage Lockers*	**$2,460,000**
15 Parking Spaces* (including 1 Handicap Parking Space)	**$7,510,010**
Total Offering Amount	**$438,169,681**

SPONSOR:	**SELLING AGENT:**
720 WEA Ventures LLC **c/o InterVest Capital Partners,** **425 Park Avenue, 35th Floor** **New York, NY 10022**	**Corcoran Sunshine Marketing Group** **888 Seventh Avenue** **New York, NY 10106** **(212) 634-6501**

Filing Date of this Offering Plan: _____, 2024. This Offering Plan may not be used after _____, 2024, unless this Offering Plan is extended by amendment.

This Offering Plan contains Special Risks to Purchasers. See Page 1.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER THE CONSUMMATION OF THE PLAN, THIS OFFERING 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 SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THIS OFFERING PLAN. (SEE THE SECTION OF THIS OFFERING PLAN ENTITLED "SPECIAL RISKS") SPONSOR RESERVES THE UNCONDITIONAL RIGHT TO SELL THE UNITS AND/OR ANCILLARY AMENITIES IN SUCH ORDER OF PRIORITY AS IT MAY DETERMINE AND TO DELAY THE SALE OR RENTAL OF ONE OR MORE UNITS AND/OR ANCILLARY AMENITIES.

THIS OFFERING PLAN IS SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS OFFERING PLAN AND TO FILE THIS OFFERING 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 OF LAW OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

*** ANCILLARY AMENITIES ARE BEING OFFERED FOR SALE PURSUANT TO A LICENSE AGREEMENT. SEE THE SECTION OF THE PLAN ENTITLED "INTRODUCTION" FOR DETAILS.**

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VOLUME I

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PART I

CONDOMINIUM OFFERING PLAN

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SPECIAL RISKS

Sponsor Control of the Condominium Board

1. (a) Sponsor will have control over the Condominium Board until the earlier to occur of: (i) the fifth anniversary of the First Closing; (ii) the Closing of Title to all Units offered for sale pursuant to the Plan; or (iii) the date on which Sponsor otherwise exercises its right to relinquish control of the Condominium Board ("Sponsor Control Period"). Notwithstanding the relinquishment of control by Sponsor, the Condominium Board cannot take any action whatsoever which would interfere to any degree with Sponsor's rights under the Plan or Sponsor's ability to meet its obligations under the Plan, including without limitation Sponsor's obligation to procure a PCO for the Building.

(b) Subsequent to the Sponsor Control Period, until the later to occur of (a) the second anniversary of the First Closing or (b) the Closing of Title to all Units, Sponsor shall have the right to designate one (1) Member to the Condominium Board, and shall have the right to vote its Common Interest attributable to the Unsold Units for the remaining Members of the Condominium Board.

(c) During the Sponsor Control Period, Sponsor will designate a majority of the Members and shall have control of the Condominium Board. Therefore, Sponsor will have control of the maintenance and operation of, and the services to be provided by, the Condominium, and will determine the Common Charges to be paid by all Unit Owners. Sponsor may continue to exercise veto power over certain actions of, or contemplated by, the Condominium Board after the Sponsor Control Period. For so long as Sponsor shall continue to own Unsold Units representing at least 25% in number of all Units, but in no event later than 5 years after the First Closing, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, or (b) assess any Common Charges or Special Assessment for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees from those described in the First Year's Budget, or (d) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services in excess of those described in the First Year's Budget, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that (x) Sponsor may not diminish or eliminate services, facilities or any line items described in the First Year's Budget; and (y) Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary to (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer; or (iv) ensure the health and safety of the occupants of the Condominium.

(d) See the sections of the Plan entitled "Control by Sponsor" and "Condominium Board" for details.

Purchase of a Condominium Unit

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

(b) At the time Purchaser executes a Purchase Agreement, Purchaser will be required to deliver an Initial Deposit in an amount equal to 10% of the Purchase Price. At the earlier to occur of (i) 6 months after the date the Purchase Agreement is fully executed; or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective, Purchaser will be required to deliver an Additional Deposit in an amount equal to 10% of the Purchase Price. Notwithstanding the foregoing, a Purchaser executing a Purchase Agreement on or after the date the Plan is declared effective is required to deliver the full Deposit in an amount equal to 20% of the Purchase Price.

(c) In the event a Purchaser defaults under the Purchase Agreement, time being of the essence with regard to the obligations of Purchaser under the Purchase Agreement, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel the Purchase Agreement or (ii) seek specific performance. According to Black's Law Dictionary (Revised Ninth Edition), "specific performance" means "a court-ordered remedy that requires precise fulfillment of a legal or contractual obligation when monetary damages are inappropriate or inadequate." If Sponsor elects to cancel, Sponsor shall give Purchaser written notice of cancellation and demand for the release of the Deposits, and Purchaser shall have 30 days from the giving thereof to cure the specified default. If the default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then the Purchase Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, (a) all Deposits and any interest earned thereon and (b) Special Work Funds, to the extent expended. Upon the cancellation of the Purchase 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 the Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance, then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close title to the Unit in accordance with the Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled under the Purchase Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection). See the section of the Plan entitled "Procedure to Purchase" for details.

(d) TIME IS OF THE ESSENCE as to Purchaser's obligations under the Purchase Agreement, including, without limitation for the payment of all Deposits when due and the Balance of the Purchase Price on the Closing Date. According to Black's Law Dictionary (Revised Fifth Edition), "time is of the essence of contract" means generally that punctual performance by one party at one precise time named or within a period specified in the contract is essential to enable the party to require performance by the other party.

(e) Under current law, if a Purchaser makes a Deposit in excess of $250,000 for the purchase of a Unit, the amount in excess of $250,000 will not be federally insured. If a Purchaser maintains accounts at the Escrow Bank, the funds in such accounts, together with the Deposit, may be aggregated by the Escrow Bank for purposes of determining the $250,000 federally insured limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, the Deposit shall remain non-interest-bearing. Until the Deposit is transferred into an interest-bearing sub-account, the Deposit may not be federally insured even if the Deposit does not exceed $250,000. No representation is made with respect to any further changes in Law concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information. (See the section of the Plan entitled "Escrow and Trust Fund Requirements" for details.)

(f) If a Purchaser fails for any reason to close title to the Unit on the originally Scheduled Closing Date other than due to Sponsor's failure or inability to Close: (a) the Closing apportionments to be made at the Closing will be made as of midnight of the day preceding the Scheduled Closing Date, regardless of when the actual Closing occurs ("Actual Closing Date"), and (b) Purchaser will be required to pay to Sponsor an amount equal to 0.03% of the Purchase Price of the Unit for each day commencing with the Scheduled Closing Date through the Actual Closing Date, as a reimbursement of Sponsor's increased carrying costs by virtue of the delay, in addition to the other payments to be made to

Sponsor under the Purchase Agreement and the Plan. (See the section of the Plan entitled "Procedure to Purchase" for details.)

(g) The signing of the Purchase Agreement signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan) including, but not limited to, the Unit, the Ancillary Amenities, the Building and all Common Elements contained in the Building. Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Units, the Ancillary Amenities, the Building or the Common Elements, except as may otherwise be set forth in the Plan. (See the sections of the Plan entitled "Procedure to Purchase" and "Rights and Obligations of Unit Owners" for details.)

(h) Special Work Funds will initially be placed in the Escrow Account. However, Purchasers should note that such Special Work Funds may be released from the Escrow Account by Escrow Agent to Sponsor to pay, or to reimburse Sponsor, for such special work. As a result, in the event Sponsor cancels the Purchase Agreement or Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan, or if Sponsor abandons or withdraws the Plan, the Special Work Funds will be returned to Purchaser, to the extent not expended. Escrow Agent shall be under no duty to verify that Sponsor used or committed such funds for special work. (See the section of the Plan entitled "Escrow and Trust Fund Requirements" for details.)

(i) Sponsor reserves the unconditional right to sell, rent (after the consummation of the Plan), and release sales listings of the Units and/or Ancillary Amenity licenses in such order of priority as it may determine and to delay the sale or rental of one or more, provided, however, that Sponsor shall not take any actions in violation of the Department of Law's Effective Policy Memorandum dated December 20, 2008, entitled "Withholding Condominium Units from the Initial Offer". In addition, Sponsor reserves the unconditional right to limit the number of Units sold to any Purchaser and to make Bulk Sales. Purchasers of Bulk Sales shall be bound by Sponsor's representations in the Plan with regard to Sponsor's commitment to sell Units. In the event of a Bulk Sale (or any dissolution or liquidation of Sponsor), the principal of the Sponsor will provide financially responsible entities or individuals to assume the status and obligations of Sponsor for those Units. (See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

Construction of the Building

3. The Building shall be comprised of (i) an original structure of 16 above-grade floors built in 1927 ("Original Structure"), (ii) a new addition of 9 above-grade floors on the eastern side of the Original Structure ("Annex") that will connect to and be fully integrated in the Building, and (iii) a new penthouse level (inclusive of roof terraces and bulkheads above) located on top of the Original Structure ("PH17/Bulkhead Levels"). The Annex and the PH17/Bulkhead Levels shall be entirely new construction. With respect to the Original Structure, existing egress stairs A and B (including associated railings), the stair core, floor slabs, steel structure, and facades thereof shall remain, and otherwise all other building components (including without limitation equipment, walls, features, finishes, fixtures, windows, etc.) shall be new construction. The Original Structure was formerly used as a Salvation Army senior citizen community, and the Annex was formerly a parking area.

Conveyance of Title

4. Sponsor shall convey title to the Units free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions and (2) liens and encumbrances other than Permitted Encumbrances to which the Unit's title is subject, either (a) which have been expressly accepted by Purchaser, or (b) for which the instrument required to remove it of record has been delivered to the Title Company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's

attorney); or (c) as to which the Title Company will insure (without additional premium to Purchaser) that such lien or encumbrance will not be collected out of or enforced against the Unit; or (d) as to which Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at Closing. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money in excess of ½ of 1% of the Purchase Price of the affected Unit to make title insurable or to eliminate any encumbrances or title defects. In the event of the existence of any lien or encumbrance other than as set forth in the preceding sentence which Sponsor fails or refuses to correct, the sole remedy of Purchaser under the Plan, provided Purchaser is not then in default, will be to either (i) take title to the Unit subject to the lien or encumbrance (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (ii) terminate the Purchase Agreement within 15 days after receipt of notice or an amendment disclosing such lien or encumbrance. If Purchaser fails to notify Sponsor of Purchaser's election within 15 days after Sponsor notified Purchaser of Sponsor's failure or refusal to remedy the lien or encumbrance, it will be conclusively deemed that Purchaser elected to acquire title subject to the lien or encumbrance. (See the section of the Plan entitled "Terms of Sale" for details.)

Sponsor's Right to Rent Unsold Units

5. (a) Sponsor reserves the unconditional right to rent rather than sell Units after the consummation of the Plan. Therefore, Sponsor makes no representations or guarantees that the sale of the Units will progress in a manner deemed to be reasonably timely by any Purchaser. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more Units than the 15% necessary to declare the Plan effective (i.e., 20 Units based on 131 Units offered for sale, excluding the Resident Manager's Unit) and therefore owner-occupants may never gain effective control and management of the Condominium.

(b) Sponsor intends to offer Unsold Units for sale both to Purchasers for personal occupancy and Purchasers who are purchasing for investment or resale. Purchasers for investment or resale may rent such Units rather than use such Units for personal occupancy. As a result, some and possibly many Units may be occupied by renters instead of Unit Owners. Since the Condominium Board does not have the right to approve or disapprove potential Purchasers of Units, the Condominium Board is unable to limit the number of Purchasers who purchase Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Unit Owners who are not occupants. It is possible that Unit Owners who occupy Units and those Unit Owners who do not occupy Units (including Sponsor) may have inherent conflicts on how the Condominium shall be managed because of their different reasons for purchasing (i.e. purchasing as a home as opposed to as an investment).

(c) See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.

Closing Fees

6. (a) Each Purchaser shall be required to pay the following fees and taxes associated with the purchase of their Unit: (i) Sponsor Closing Fees, (ii) New York City Real Property Transfer Tax ("RPT Tax") and New York State Real Estate Transfer Tax ("State Transfer Tax"), and (iii) New York Tax Law "additional tax," commonly referred to as the "mansion tax" ("Mansion Tax").

(b) While the State Transfer Tax and RPT Tax are the statutory obligation of Sponsor (in its role as seller), this obligation has been transferred to the Purchasers under the terms of this Plan, as is typical and customary in the majority of offering plans filed with the Department of Law. The New York City Department of Finance has taken the position that where a purchaser of property assumes the obligation for the payment of the RPT Tax, the State Transfer Tax, and other fees that are generally obligations borne by a seller (which in this case includes Sponsor Closing Fees) ("Other Fees"), those amounts will be treated as additional consideration that is added to the Purchase Price (the resulting sum, the "RPT Consideration")

when calculating the RPT Tax payable by Purchaser at the Closing. However, only the RPT Tax and Other Fees that are added to the Purchase Price as additional consideration (the resulting sum, "the STT Consideration"), when calculating the State Transfer Tax payable by Purchaser at the Closing. As the Mansion Tax is a statutory obligation of Purchaser, the payment by Purchaser of the Mansion Tax is not treated as additional consideration for the transaction. However, the New York City Department of Finance has taken the position that the amount of Mansion Tax due at Closing (if any) is calculated based on the STT Consideration, as opposed to the Purchase Price or RPT Consideration, and therefore Purchasers should be aware that in some instances it is possible that the aforementioned "bulking up" of the consideration by virtue of the Other Fees can ultimately cause a Purchase Price of less than $1,000,000 to exceed $1,000,000 in STT Consideration. The disclosures in this section regarding calculation of the State Transfer Tax, RPT Tax, and Mansion Tax are subject to change based on guidance documentation that may be issued in the future by the Department of Law, New York City Department of Finance, New York State Department of Taxation and Finance or other applicable authority that may dictate a different interpretation of how to calculate the State Transfer Tax, RPT Tax, and Mansion Tax in light of changes made to New York State Tax Law Section 1404(a) effective as of July 1, 2021. For more information regarding calculations of transfer taxes, Purchasers are advised to consult with their title company or with counsel.

(c) Purchasers are advised that, as part of the budget bill for New York's 2020 fiscal year (effective July 1, 2019), the legislature has adopted certain increases to the State Transfer Tax and has established a new supplemental tax ("Additional Mansion Tax") that functions like an expansion of the Mansion Tax (while remaining technically distinct therefrom), all of which apply to transactions of real property in New York City. Purchasers are encouraged to refer to the section of the Plan entitled "Closing Costs and Adjustments" to review current tax rates applicable to the RPT Tax, State Transfer Tax, Mansion Tax, and Additional Mansion Tax.

(d) Purchasers are advised that the Ancillary Amenities and Ancillary Amenity Licenses may not be mortgageable or insurable for title insurance purposes. Additionally, New York State Department of Taxation and Finance has taken the position that State Transfer Tax (at the commercial tax rate) is due in connection with the sale or conveyance of any Ancillary Amenities or Ancillary Amenity Licenses. Purchaser shall be responsible for the payment of any State Transfer Tax, RPT Tax, or any other tax (including Mansion Tax, if applicable) imposed in connection with the sale or conveyance of any Ancillary Amenities or Ancillary Amenity Licenses to such Purchaser.

(e) See the section of the Plan entitled "Closing Costs and Adjustments" for details.

Reserve Fund and Working Capital Fund

7. (a) Schedule B - Budget for First Year of Condominium Operation includes a line item for a Reserve Fund for the sole purpose of costs and expenses related to capital repairs, replacements and improvements. The Reserve Fund amount was the product of a Reserve Fund Study undertaken by Sponsor, a copy of which is set forth in Part II of the Plan. For so long as Sponsor continues to own at least 1 Unsold Unit, the Condominium Board must maintain the Reserve Fund and any change in the amount of the Reserve Fund shall be made only with Sponsor's prior written consent. Sponsor makes no representation that the Reserve Fund will (1) satisfy the requirements of a Purchaser's lender, or (2) be sufficient to meet the costs of any capital repairs or replacements needed within the first five years of Condominium operation or within any other specific time period of condominium operation. Because the Building will be predominately newly rehabilitated and/or new construction, Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements. However, no representation is given that such needs will not arise in the future. Sponsor makes no representations or guarantees that the Reserve Fund will be sufficient to meet the costs of any capital repairs or replacements within any specific time period. Unit Owners will be obligated to pay their share of the cost of repairs, replacements and/or improvements to the Common Elements as the need for such arises.

(b) The contingency line item provided for in Schedule B – First Year's Budget is intended to provide a fund for unanticipated expenses not included in the First Year's Budget and for possible increases in operating expenses above the amounts projected if the Working Capital Fund is not sufficient to cover such costs. The contingency line item is not intended, and may not be sufficient, to meet the cost of any major capital repairs or replacements which may be required. If additional funds are required to meet such costs, it may be necessary for the Condominium Board to increase Common Charges or impose Special Assessments.

(c) Each Purchaser of a Unit will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium at Closing, in an amount equal to 2 months' Common Charges with respect to the Unit based on the Condominium budget in effect as of the Closing Date. The payment of the Working Capital Fund shall be required of all Purchasers of Units, whether purchased from Sponsor or purchased from a Unit Owner on a resale.

(d) See the section of the Plan entitled "Working Capital Fund and Apportionments" for details.

Foreign Government Purchaser

8. 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) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Any Foreign Government Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of the Foreign Government Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. A Foreign Government Purchaser will be required to deposit with the Condominium at Closing an amount equal to 2 years' Common Charges with respect to the Unit based on the Condominium budget in effect as of the Closing Date of the Unit which will be in addition to the required contribution to the Working Capital Fund. Such amount shall increase from time to time as such Common Charges increase, together with the full amount of any Special Assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Unit Owner of the terms, provisions and conditions of the By-Laws of the Condominium. In the event that such Foreign Government 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 deposited, to the extent required for the payment of any Common Charges or any other sum to which such Foreign Government Unit Owner is in default. Thereafter, the Foreign Government Unit Owner shall deposit with the Condominium Board the amount so applied or retained so that such Condominium Board has the full amount of said security on hand at all times. (See the section of the Plan entitled "Procedure to Purchase" for details.)

Ancillary Amenity Licenses

9. (a) Sponsor is offering Purchasers of Units the opportunity to purchase certain Ancillary Amenities pursuant to the terms of a license ("Ancillary Amenity License") for the exclusive use of Purchaser for so long as Purchaser owns a Unit in the Building, the form of which is set forth in Part II of the Plan. Although the Ancillary Amenity Area(s) are General Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Ancillary Amenities located therein pursuant to a licensing arrangement and retain all proceeds of such sale. The Condominium will not be entitled to any of the proceeds from the sale of the Ancillary Amenities. An Ancillary Amenity may only be licensed or sublicensed to another Unit Owner or a Purchaser who is

simultaneously purchasing a Unit and in no event shall be transferred independently of the ownership of a Unit (with the exception of the Handicap Parking Space, which shall be owned by the Condominium as set forth in more detail herein).

(b) Sponsor reserves the unconditional right to sell and/or rent the offered Ancillary Amenities in such order of priority as it may determine and to delay the sale, marketing, and/or rental of one or more offered Ancillary Amenities; notwithstanding the foregoing, Sponsor shall remain obligated to update the terms of the Plan as required by the Attorney General's regulations in connection with all Ancillary Amenities offered for sale hereunder. In addition, Sponsor reserves the unconditional right to limit the number of Ancillary Amenities sold to any Purchaser and to make bulk sales.

(c) Based upon market conditions, until such time as Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity, Sponsor reserves the right to withdraw the offering of any particular Ancillary Amenity category and/or to reduce the number of Ancillary Amenities offered within any such category. After such time that Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity in any particular Ancillary Amenity category, Sponsor may withdraw or reduce the offering of any Ancillary Amenities in such category but only to the extent that such withdrawal or reduction does not affect any Ancillary Amenities already under contract. If, subject to the foregoing limitations, Sponsor elects to withdraw or reduce the offering of any Ancillary Amenities, then such withdrawal or reduction shall be disclosed by Sponsor in an amendment to the Plan, and Sponsor shall have the right to utilize such Ancillary Amenity Area(s) for any use as determined by Sponsor in its sole discretion. Furthermore, in the event of such withdrawal or reduction, with respect only to Purchasers (i) who have not entered into Purchase Agreements for Ancillary Amenities and (ii) who have entered into Purchase Agreements for Ancillary Amenities unaffected by the withdrawal or reduction, such Purchasers shall not be relieved of any of their obligations under their respective Purchase Agreements as a result of such withdrawal or reduction, including, without limitation, the obligation to purchase the Unit.

(d) An Ancillary Amenity License shall automatically terminate at such time as the Licensee no longer owns a Unit, unless the Ancillary Amenity License is assigned to and assumed by another Unit Owner in accordance with the terms of the Ancillary Amenity License and the Condominium Documents. A Licensee may also voluntarily surrender an Ancillary Amenity License to the Condominium Board. Storage Locker Licensees shall be responsible for any and all Storage Locker License fees associated with their respective Storage Locker in addition to Common Charges. The Condominium Board may elect to terminate an Ancillary Amenity License in the event that the Licensee defaults in its obligations under the Ancillary Amenity License beyond any applicable cure periods or as otherwise provided for in the Ancillary Amenity License. Upon the surrender or termination (for any reason whatsoever) of an Ancillary Amenity License, the Condominium Board shall have the right in its sole discretion to issue a new Ancillary Amenity License for the Ancillary Amenity to another Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate the former Licensee therefor.

(e) See the section of the Plan entitled "Rights and Obligations of Unit Owners," subsection "Use of Units and Common Elements and Ancillary Amenities" for details.

Parking Spaces

10. (a) There shall be fifteen (15) Parking Spaces (including one Handicap Parking Space) located in the Parking Space Area. The Parking Space Area shall be located on the ground floor of the Building, and shall comprise a single-level parking area with pavement striping to distinguish between the Parking Spaces. The Parking Space Area shall be a General Common Element, and each Parking Space shall be licensed to Unit Owners for the exclusive use of such licensee. Although the Parking Space Area is located on the ground floor, it shall be only accessible from the second floor via a vehicle elevator located on West 95th Street. Residents will be able to access the Parking Space Area by utilizing a remote

control to open the external entrance to the vehicle elevator on the second floor, which will activate the vehicular elevator and prompt an "in use" light signal. The same procedure applies when residents are exiting the Parking Space Area by opening the internal entrance to the vehicle elevator on the ground floor. Sponsor reserves the right to substitute the remote control and other operational features of the vehicle elevator for a different mechanism that provides equal or better service. For all locations in the Parking Space Area, the Parking Spaces, and the vehicle elevator: (i) the maximum vehicle height will be 6'-6"; (ii) the maximum vehicle length will be 17'-0"; and (iii) the maximum vehicle width will be 6'-4".

(b) A Parking Space may be used only for the parking of passenger automobiles and motorcycles. No representation is made as to the type or size of vehicles that can be accommodated in any particular Parking Space. Due to variances in dimensions, each Parking Space may vary in terms of its capability to accommodate vehicles of different sizes.

(c) A Parking Space License shall not be attributable to any particular Parking Space, but rather the purchase of a Parking Space License will entitle such Purchaser the right to use the Parking Space Area for the parking of one vehicle for each Parking Space License purchased.

(d) Licensees shall pay their pro-rata shares of the projected costs incurred by the Condominium attributable to operation of the Parking Space Area, including without limitation labor, electricity, insurance, cleaning, maintenance, service contracts, and/or other associated costs, to the extent applicable ("Parking Space License Fees"). The Parking Space License Fees shall be payable in addition to the Common Charges. Purchasers are advised that Parking Space License Fees shall be collected in the same manner as Common Charges, and any failure by Purchaser to pay their share of the Parking Space License Fees will be treated by the Condominium Board in the same manner as failure to pay Common Charges.

(e) Each Parking Space will be provided with an electrified point that will be compatible with wall mounted charging stations "Leviton Evr-Green 320 Level 2"; however, the charging stations themselves will not be installed nor supplied by Sponsor but rather any Parking Space Licensee who desires to use an electrical charging station will be obliged to purchase and install their own charging station equipment at their sole cost and expense (subject to any policies in effect by Managing Agent or the Condominium Board). Each electrified point shall be individually submetered, and therefore the costs of any electricity associated with each Parking Space's charging station shall be payable by the respective Parking Space Licensee in addition to the Parking Space's monthly license fees and shall, together with the monthly license fees, constitute "additional Common Charges" under the terms of the Condominium Documents. Sponsor makes no representations or guarantees (i) with respect to the availability or pricing of a compatible charging station at any time or (ii) that any manufacturer's warranties or any other warranties will accompany the compatible charging stations at the time of purchase or will otherwise be available at any time.

(f) See the section of the Plan entitled "Description of Property and Improvements" for details.

Handicap Parking Space

11. (a) At, or subsequent to the First Closing, Sponsor shall sell the Handicap Parking Space to the Condominium pursuant to a licensing arrangement. The Purchase Price of the Handicap Parking Space is $500,000. At the Closing of each Unit, each Purchaser will be required to pay on behalf of the Condominium Board, Purchaser's share of the cost of the Handicap Parking Space, plus closing costs, based on the Common Interest of the Unit acquired. The amount of each Purchaser's share of this closing cost is set forth in the Section of the Plan entitled "Schedule A – Purchase Prices and Related Information." As reflected on the Schedule A, the total amount to be collected from Purchasers towards the cost of the Handicap Parking Space in accordance herewith shall cover the Purchase Price for the Handicap Parking Space in its entirety, and in no event shall Sponsor request or cause the Condominium Board to fund any portion of the Purchase Price of the Handicap Parking Space except as set forth herein.

There is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Handicap Parking Space be included in the total consideration deemed to have been paid by Purchaser at Closing, in which case additional transfer taxes may be payable by Purchaser.

(b) The Handicap Parking Space may be rented by the Condominium Board on a month to month basis to any resident of the Building. However, any such lease may be terminated on not less than thirty (30) days' notice if a Qualifying Handicapped Person wishes to rent the Handicap Parking Space.

(c) See the Section of the Plan entitled "Schedule A - Purchase Prices of Units and Related Information" and the footnotes thereto for details.

Storage Lockers

12. (a) A Storage Locker may be used only for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item be stored therein. Purchasers are advised that field conditions may require that certain Storage Lockers contain structural components or mechanical equipment, including without limitation pipes, ducts, ductwork, conduits, shafts, shaftways, columns, beams, chases, and chaseways. In connection therewith: (i) Purchasers will not be entitled to any credit, offset, or reduction in the Purchase Price of the Unit or otherwise be relieved from any obligation under the Purchase Agreement, (ii) the Condominium Board, the building staff, and their respective Permitted Users may require routine access to the Storage Locker for the purpose of performing inspections, maintenance, and repairs, and (iii) the dimensions of the Storage Lockers set forth on the Floor Plans would not account for such components or equipment. For approximate Storage Locker square footages exclusive of structural components, reference should be made to the square footages of the Storage Lockers on the Schedule A.

(b) Purchasers are advised that the entirety of twenty-nine (29) Storage Lockers and portions of twelve (12) Storage Lockers (collectively, "Vault Storage Lockers") shall be located in the GCE Vault Spaces owned by the City of New York (as such term is defined in the Special Risk entitled "Vault Space"), while all remaining Storage Lockers are located within the Property owned by the Condominium ("Non-Vault Storage Lockers"). Reference should be made to the special risk entitled "Vault Spaces" for more information regarding the Vault Spaces, including without limitation the possibility that the City of New York may reclaim the GCE Vault Spaces. Purchasers are advised that the License Agreements for the Storage Lockers includes provisions that provide that, in the event the City of New York reclaims one or more of the GCE Vault Spaces, (i) to the extent that any Vault Storage Lockers are located within the GCE Vault Spaces that are reclaimed by the City of New York, such license agreements shall be immediately terminated, and (ii) to the extent that any Vault Mechanical Areas are reclaimed by the City of New York, the Condominium Board shall have the unconditional right, in its sole discretion, to terminate any and all of the license agreements for all Storage Lockers (including without limitation the Non-Vault Storage Lockers) for the sole purpose of relocating the mechanical equipment formerly located in the reclaimed Vault Mechanical Areas. In the event that either or both of the foregoing events "(i)" and "(ii)" take place, the licensee(s) of the terminated license agreement(s) shall no longer have any further rights to their respective Storage Locker(s) and neither the Condominium Board nor Sponsor shall have any obligation to reimburse or otherwise account to such licensee for any losses incurred thereby (regardless whether by way of an offset in Common Charges, an offset in the Purchase Price, or any other form of recompense). In the event that the Condominium Board elects (in its sole discretion), upon request of one or more licensees of terminated Storage Locker licenses, to relocate some or all of the Storage Lockers (in lieu of terminating such license agreements) to an area of the Building that is outside the Vault Spaces: (i) no guarantee is made as to which, if any, Storage Lockers would be chosen for such relocation, or that such substitute Storage Lockers will be comparable in price or value; (ii) such relocation may result in the loss of other amenity spaces and the costs thereof may be substantial; and (iii) Sponsor shall have no obligation or liability whatsoever to the Condominium (including without limitation the Condominium Board, any Unit Owner, or any Storage Locker licensee) with respect to such loss or costs, including without limitation no obligation to pay or reimburse any portion of such costs.

(c) See the Section of the Plan entitled "Description of Property and Improvements."

Resident Manager's Unit

13. (a) At or subsequent to the First Closing, Sponsor shall sell Unit 2F to the Condominium to be used by the Resident Manager and designated as the Resident Manager's Unit. The Purchase Price of the Resident Manager's Unit is $2,384,671. At the Closing of each Unit, each Purchaser will be required to pay on behalf of the Condominium Board, Purchaser's share of the cost of the Resident Manager's Unit, plus all closing costs incurred in connection with the purchase of the Resident Manager's Unit, including, without limitation, recording fees, title insurance, legal fees, transfer taxes and other transaction fees (estimated to be approximately $84,671) determined in accordance with the Common Interest of the Unit acquired, in proportion to the Common Interest of all Units (other than the Resident Manager's Unit) (each, an "RMU Allocation"). The foregoing estimate of closing costs is subject to change based on factors including without limitation rates and other policies issued by the New York State Department of Finance and required by the Condominium's title company, with the understanding that, in the event that the final amount of closing costs exceeds the foregoing estimate, Sponsor shall not have any liability for such excess. The amount of each Unit's RMU Allocation is set forth in the section of the Plan entitled "Schedule A – Purchase Prices and Related Information." Each payment of this RMU Allocation shall be made payable to Escrow Agent who shall hold such payment in escrow for the benefit of Sponsor in an interest-bearing escrow account. Escrow Agent shall release the escrowed funds (together with all interest earned thereon) to Sponsor and the deed to the Condominium Board (collectively, "RMU Closing") upon: (i) the Closing of Title to all Units; and (ii) the discharge by Sponsor of all then-existing mortgage(s) encumbering the Resident Manager's Unit ("Resident Manager's Unit Release Date"). Notwithstanding the foregoing, Sponsor reserves the right, in its sole discretion, to hold the RMU Closing prior to the Closing of Title to all Units, in which case Sponsor shall thereafter continue to receive each RMU Allocation directly from each Purchaser at the Closing. There is no representation that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Resident Manager's Unit be included in the total consideration deemed to have been paid by Purchaser at Closing, in which case additional transfer taxes may be payable by Purchaser. (See the Footnotes to Schedule A and the section of the Plan entitled "Closing Costs and Adjustments" for details.)

(b) Sponsor shall rent the Resident Manager's Unit or another Unsold Unit to the Condominium for housing the Resident Manager until the RMU Closing, in which event the Condominium shall pay to Sponsor rent, from the date of the First Closing until the RMU Closing, in an amount equal to the sum of the following: (a) real estate taxes assessed against the Unit occupied by the Resident Manager, and (b) any and all other costs associated with maintenance of the Unit occupied by the Resident Manager as described in Schedule B. Such rental payments will not be credited against the Purchase Price. As of the date of the RMU Closing, all costs and expenses, including utilities, parking fees, real estate taxes, cost of repairs, alterations, and improvements attributable to the Resident Manager's Unit will be payable by the Condominium Board and included in the Common Charges payable by Unit Owners, and each Unit Owner will be individually liable therefore to the extent of the Unit's General Common Interest.

(c) Sponsor reserves the right, in its sole discretion, to choose a different Unit other than Unit 2F to sell to the Condominium as the Resident Manager's Unit, provided, however, that such sale shall only be made pursuant to an amendment to the Plan and shall not result in an increase of each Purchaser's share of the cost of the Resident Manager's Unit by 25% or more.

(d) Sponsor makes no representation that there will be a Resident Manager residing in the Building at the time of any Closing, other than that Sponsor will comply with Law, including the Administrative Code of the City of New York, § 27-2052 et seq.

(e) See the section of the Plan entitled "Schedule B - Budget for First Year of Condominium Operation" for details regarding the cost of housing the Resident Manager.

No Bond or Other Security Posted

14. To the best of Sponsor's knowledge, as of the Filing Date of the Plan, Sponsor has sufficient resources to fund its obligations set forth in the Plan. No bond or other security has been posted by Sponsor to secure Sponsor's obligation under the Plan. (See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

Services and Facilities

15. (a) Purchasers are advised that some or all of the services and facilities described in the Plan (including without limitation a full staff of Building personnel and usage of amenity areas) may not be available until approximately 12 months after the First Closing. However, all services and facilities will be available within 24 months of the First Closing. Purchasers should also be aware that the hours and dates for move-ins, move-outs and/or alterations, as well as the use of the passenger and/or service elevators, will be restricted during the period that Sponsor is performing work in the Building. Additionally, until certain occupancy levels in the Building are achieved, the hours and duties of the Building staff may be reduced. However, at all times after the First Closing of a Unit, the lobby will be attended 24 hours a day, 7 days a week.

(b) Purchasers will not be entitled to any credit or abatement against the Purchase Price or Common Charges if any services and/or facilities are not available for use on or after Purchaser's Closing. The Condominium Board shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget to reduce Common Charges for the period in which such services and/or facilities are not available.

(c) Neither Sponsor, the Managing Agent, nor the Condominium Board will in any event be liable for the availability, interruption, discontinuance or quality of any services in the Building, including, but not limited to, any services provided by any outside company or person, or for any injury to person or damage to property resulting from any act or omission of such company or persons or their employees or agents, except to the extent that any such injury to person or damage to property occurs as a result of the negligence of Sponsor, the Managing Agent, or the Condominium Board, as the case may be.

(d) See the section of the Plan entitled "Description of Property and Improvements" subsection "Services and Facilities" for details.

Temporary Certificate of Occupancy

16. (a) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by § 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the Buildings Department. A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. No change of use or occupancy shall be made unless a new certificate of occupancy is issued, if required by Law. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario will occur. No Closing of a Unit will occur prior to the issuance of a TCO for the particular Unit. Sponsor and its principal will undertake the responsibility for extending each TCO prior to its expiration, and ultimately for obtaining a PCO covering the entire Building within 2 years from the date of the issuance of the first

TCO, subject, however, to (i) Force Majeure, (ii) actions by Unit Owners or tenants of Unit Owners, (iii) work undertaken in a Unit by a Unit Owner, except in instances where Sponsor or Sponsor-controlled Condominium Board have given its consent to a Unit Owner to perform alterations, (iv) work undertaken in Common Elements by the Condominium Board after Sponsor no longer controls the Condominium Board or (v) any other cause over which Sponsor has no control. Neither Sponsor nor its principal make any representation that the Buildings Department will issue the PCO within such 2 year period. Notwithstanding the foregoing, Sponsor and its principal are obligated to procure the PCO for the Building, and shall exercise best efforts to obtain the PCO within such 2 year period while keeping the TCO current. Unit Owners and the Condominium Board shall be obligated to cooperate with, and refrain from obstructing, Sponsor in these undertakings.

Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations prior to the procurement of a PCO, such renovations may cause additional delays in the issuance of a PCO. Nevertheless, Sponsor and its principal are obligated to procure the PCO. However, Sponsor or the Condominium Board may refuse to permit a Unit Owner to perform alterations until such time as a PCO has been obtained.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a Unit in a building that does not have a PCO. A Factsheet on Certificates of Occupancy is currently available on the DOB website at http://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page. (See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

(b) The only construction prerequisite to Closing is the issuance of a TCO for the Unit or a PCO for the Building. As such, each Purchaser shall be required to close title to their particular Unit once a TCO is issued irrespective of outstanding items of work, provided Sponsor has satisfied the closing conditions set forth in the section of the Plan entitled "Terms of Sale" and subject to the section of the Plan entitled "Rights and Obligations of Sponsor."

(c) Notwithstanding anything to the contrary, Purchasers will be required to consummate the purchase of the Unit and the Ancillary Amenity simultaneously at Closing, even if the construction of the Ancillary Amenity Area or Ancillary Amenity is not yet completed and access to the Ancillary Amenity by Purchaser is not yet available. The issuance of a TCO or PCO for the Ancillary Amenity Area is not a prerequisite that must occur before Sponsor may require the closing of title to a Unit and an Ancillary Amenity. In such event, the proceeds from the sale of the Ancillary Amenity will be held in the Ancillary Amenity Escrow until such time as access to the Ancillary Amenity Area and Ancillary Amenity is made available to Purchaser by Sponsor. The Ancillary Amenity Escrow will not be held in an interest-bearing escrow account, and therefore Purchaser will earn no interest on the Ancillary Amenity Escrow.

(d) See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.

Ongoing Construction and Sales

17. (a) It is anticipated that for a significant period of time following the First Closing through, including and beyond the Closing of Title to any Unit, work should be expected to be undertaken and performed by or on behalf of Sponsor to complete Sponsor's construction work at the Building, including without limitation, the Units, the amenities and facilities, Ancillary Amenities, the decoration or finishing of the lobby, corridors, elevator finishes and other portions of the Building, including installing light fixtures, painting, hanging wall coverings or laying carpeting. All of the foregoing work and conditions may create a noisy or otherwise disruptive condition in the Building, including without limitation conditions relating to noise, vibration, fumes, odors, dust, debris, scaffolding and temporary interruptions of services. The Condominium Board may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a PCO has been obtained.

Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services shall not be the responsibility of Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels. In addition, the presence of scaffolding, hoists or construction elevator shafts or similar temporary construction facilities may delay the Closing of Title to certain Units or lines of Units until such scaffolding, hoists, elevators or temporary facilities are no longer needed and are removed. Notwithstanding the foregoing, Sponsor shall at all times ensure that such construction work will not render any of the occupied Units uninhabitable pursuant to Law.

(b) Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. It is both customary and anticipated that certain issues will arise during the course of the construction process that warrant the taking of corrective action, including the repair or replacement of construction defects in order to satisfy Sponsor's obligations under the Plan.

(c) No assurance can be given with regard to the accuracy of any projected completion dates set forth in the Plan. It is anticipated that during the first few years of Condominium operation, construction workers and related personnel will be at the Building from time to time, completing Sponsor's construction work at the Building, making adjustments and corrections and performing various tasks relating to the completion of Sponsor's construction work. During this period, various building systems, including but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may require substantial time to complete and may need to be shut down temporarily. Various other adjustments to windows and elevators and other systems may require substantial time to be completed after the First Closing. With regard to the foregoing, in executing a Purchase Agreement, Purchaser acknowledges that Sponsor shall not be liable to Purchaser or any third party, nor will Purchaser be entitled to any credit, offset or reduction in purchase price or otherwise be relieved from any obligation under the Purchase Agreement: (i) as a result of any of the conditions described above; (ii) in the event of non-completion of any item of construction on any projected date; or (iii) compensation for the presence of scaffolding on any portion of the Building or any interruption of services in the Building.

(d) Unless caused by a violation of the sound transmission code, noise code or other applicable code, there is no warranty as to sound transmission. Unless caused by a failure of Sponsor to comply with the Laws and the Plans and Specifications, Sponsor is not responsible for, nor can it make any guarantees regarding odors, levels of noise or vibrations resulting from the operation of the Building or the Units or the degree of privacy which will be afforded to Unit Owners in their Units. The Building will contain certain mechanical equipment – including, but not limited to, elevator machine rooms, fans, pumps, emergency generator, air-cooled condenser units, concealed ducted evaporator units, and heat recovery and branch selector units located in the below-grade floors and on the 2nd floor, PH16 Floor, the roof level, and the bulkhead level of the Building and in other areas of the Common Elements and HVAC units located in Units – which may cause noise and vibration throughout the Building (all of the foregoing, collectively, "Equipment"). While Sponsor will endeavor to reduce excessive noise and vibration emanating from the Equipment, it may be impossible to eliminate such noise and vibration entirely. As a result, amenity areas and Units in close proximity (including without limitation Units TH2J, 2K, 3K, 4M, PH16B, PH16C, PH17A, PH17B, and PH17C) may be affected.

(e) The Condominium Board, Sponsor, and their respective Permitted Users have the right to operate the emergency generator as necessary, as well as to activate the emergency generator for testing on a periodic basis, normally once per month. During such testing periods, which may occur at any time, occupants of Units may experience excessive noise and vibration.

(f) As is typical and customary in newly constructed or renovated buildings, the Building will be subject to normal settling, deflection, expansion and shifting. Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or any Unit Owner of any conditions resulting

from normal settling, deflection, expansion or shifting (if any), including without limitation any cracks in the crown molding, minor gapping in the flooring, uneven ceilings or floors, or walls, floor buckling, or any immaterial conditions. Additionally, Purchasers should note that since the ceramic, marble, stone and wood finishing installed throughout the Units (in areas including, but not limited to, flooring, walls, countertops, backsplash and vanity tops) are cut from different slabs, manufactured in different batches and/or are comprised of natural materials, there will be variations in the tone and color of such finishes. (See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

(g) During the time that Units are being offered for sale by Sponsor pursuant to the terms of the Plan, there may be an increased number of visitors to the Building. No representation or warranty is made and no assurance is given as to when Sponsor's selling activity will terminate. Sponsor, the Managing Agent, and their respective representatives shall not be responsible or liable for any personal injury or for any loss or damage to the personal property in the Building that may occur as a result, unless arising from gross negligence, bad faith, or willful misconduct on the part of Sponsor, Managing Agent, and/or their respective representatives.

(h) See the sections of the Plan entitled "Rights and Obligations of Sponsor" and "Description of Property and Improvements" subsection "Services and Facilities" for details.

Apportionments with the Condominium

18. At the First Closing, certain apportionments will be made between Sponsor and the Condominium. If the result of Closing adjustments is a net credit in favor of Sponsor, the payment of any net credit shall be deferred and paid to Sponsor by the Condominium in one installment on the first anniversary of the First Closing, without interest, pursuant to an unsecured, negotiable, promissory note executed by the Condominium Board and delivered to Sponsor at the First Closing. The promissory note may be prepaid by the Condominium in full at any time, or in part from time to time, without penalty. (See the section of the Plan entitled "Working Capital Fund and Apportionments" for details.)

Window Treatments

19. In order to preserve the architectural harmony of the Building, the By-Laws provide that all Unit Owners shall be obligated, regardless of the type of window treatment they use, to provide for a white backing on the window treatment so that when the shades are down or curtains drawn, the effect from the outdoors is a visually harmonious white appearance. (See the section of the Plan entitled "Rights and Obligations of Unit Owners" for details.)

Effectiveness of the Plan

20. Pursuant to Law, Sponsor may declare the Plan effective by entering into Purchase Agreements for the sale of a minimum of 15% of the Units offered for sale (excluding the Resident Manager's Unit) (i.e., 20 Units based on 131 Units offered for sale). Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to create a Condominium with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately close title to their Units. In the event that all Purchase Agreements are rescinded or terminated prior to the date of the First Closing (regardless whether the Declaration has been recorded), Sponsor will re-declare the Plan effective by submission of an amendment to the Department of Law. (See the section of the Plan entitled "Effective Date" for details.)

Purchase Agreement Not Contingent on Financing

21. (a) Although a Purchaser may obtain financing from any lending institution or other source, Purchaser's obligation to purchase a Unit is not contingent on Purchaser obtaining financing. In

the event a Purchaser defaults under a Purchase Agreement beyond all applicable cure periods for any reason whatsoever, including without limitation any inability to obtain financing, Sponsor shall be entitled to exercise any remedies provided under the Purchase Agreement, including the right to retain the Deposit as liquidated damages. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any form of financing. Purchasers may want to consult with a lending institution and/or finalize their financing arrangements before signing a Purchase Agreement. While the First Closing is projected to occur on or around November 1, 2024, neither Sponsor nor Selling Agent makes any representation as to the actual closing date for any particular Unit. In addition, as set forth in the Plan and the Purchase Agreement, Sponsor has the right to adjourn the Closing Date from time to time and Purchasers should be aware that if the Closing Date is adjourned, Purchaser's financing terms may be adversely affected, the interest rate may increase and the loan commitment could expire. Sponsor shall have no liability as a result of any scheduling or adjournment of Closing beyond the expiration of a loan commitment.

(b) Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include, among others, requiring that a certain percentage (such as 70% or more) of the units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulties in obtaining a loan in a building or group of buildings where the percentage of units purchased and owner-occupancy is lower than a lender's particular sales or owner-occupancy minimum. It also may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same sales or owner-occupancy minimum requirements of lenders.

(c) Even after the Building has been submitted to a condominium regime, lenders may still impose minimum sales and/or owner-occupancy requirements before granting a loan. It then may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to such minimum sales and/or owner-occupancy requirements.

(d) See the section of the Plan entitled "Procedure to Purchase" for details.

Special Rights of Sponsor

22. (a) Sponsor and its Permitted Users shall have an exclusive easement for so long as Sponsor owns an Unsold Unit to erect, use, lease, maintain, repair, replace and operate (a) antennae, satellite dishes and other communications equipment, and (b) any pipes, risers, ducts, flues and equipment necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements (excluding any Limited Common Elements and Ancillary Amenities) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith. Sponsor and its Permitted Users shall have an easement in, over, under, through and upon the General Common Elements (including but not limited to, lobbies, hallways and corridors), to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units, including, without limitation, the right to erect, maintain, replace and/or repair any sign and/or lighting permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit or the operation of any business of a tenant or occupant of any Unit. Sponsor shall be entitled to permit any one or more of such easements to be utilized by Permitted Users. Sponsor reserves the right to install additional fireplace flues and mechanical equipment on the roof of the Building. (See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

(b) Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license, or otherwise transfer to a Unit Owner, any non-material portion of the Common Elements for the exclusive use of such Unit Owner provided that such Common Element was not offered in the Plan as an amenity for

the shared use of the Unit Owners of the Condominium. Any such sale, lease, license, or transfer will not require the consent of any other Purchaser or Unit Owner, nor will it require notice to the Condominium Board, except as set forth below. In the event Sponsor sells or otherwise transfers any portion of the Common Elements after the recording of the Declaration and such sale or transfer affects the percentages of Common Interest in the Building, Sponsor will: (i) obtain the consent of the affected Unit Owner(s) and provide notice to the Condominium Board; (ii) disclose such sale or transfer in a duly filed amendment to the Plan; and (iii) reflect such change in an amendment to the Declaration and Tax Lot Drawings, if applicable and required. (See the sections of the Plan entitled "Changes in Prices and Units" for details.)

(c) During the Sponsor Control Period, the Condominium Board shall have the right, in its sole discretion, to waive Unit Owner obligations to pay Common Charges from and after the First Closing for a period to be determined by the Condominium Board, provided the basic operating costs of the Condominium (inclusive of any insurance premiums and any reserve fund amounts set forth in the line item of the First Year Budget entitled "Reserve Fund") are paid by Sponsor. If the Condominium Board elects to waive payment of Common Charges, Sponsor shall disclose such waiver of Common Charges and the expected period of time of such waiver of Common Charges ("Waiver Period") in the closing notice or closing statement to Purchasers as well as in the post-closing amendment to the Plan. In the event the Condominium Board elects to extend the Waiver Period, Sponsor will amend the Plan to disclose the extended Waiver Period. Sponsor shall additionally notify Unit Owners of the expiration of the Waiver Period at least thirty (30) days prior to such expiration. To the extent that Common Charges are waived in accordance herewith, then the Condominium Board (as controlled by Sponsor) shall obtain financial statements for such year(s) in which Common Charges are waived (including without limitation such period attributable to the Waiver Period). Upon commencement of collection of Common Charges from all Unit Owners, there will not be a Special Assessment for any expense set forth in the approved budget for which Common Charges were not collected during the Waiver Period. The Condominium Board shall remain obligated to update the budget in accordance with the terms of the Plan. Purchasers should note that, if the Condominium Board elects to waive Unit Owners' obligation to pay Common Charges, Unit Owners will remain responsible during such Waiver Period for individual Unit expenses, including without limitation real estate taxes and utility charges (if applicable). (See the section of the Plan entitled "Rights and Obligations of Unit Owners," subsection "Common Charges: Determination and Assessment" for details.)

(d) Sponsor reserves certain rights to make changes in the proposed Condominium Documents and modifications to the Plans and Specifications, as set forth in the sections of the Plan entitled "Changes in Prices and Units" and "Rights and Obligations of Sponsor" in more detail. Nevertheless, provided that Purchaser is not in default of its obligations under the Purchase Agreement, no change will be made with respect to such Unit for which a Purchase Agreement is then in effect which materially decreases the square footage (measured in accordance with the Plan) of such Unit unless the Purchaser consents to such changes. A decrease in a Unit's square footage of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be material. There is a rebuttable presumption that a square footage that is diminished by 5% or less is not material. The foregoing reservations of Sponsor's rights to make changes is subject to the governing regulations of the Department of Law which provide for (i) an affected Purchaser's consent for any material changes in the size, layout, or percentage of common interest of a Unit provided that such affected Purchaser is not in default of its obligations under the Purchase Agreement and (ii) all Purchasers' consents for any material change in the size or material adverse change in the quality of the Common Elements. Notwithstanding anything to the contrary, a change in a Unit's Common Interest of less than 5% may be made without the consent of the affected Purchaser(s) if such change in Common Interest arises from a non-material change in the square footage (measured in accordance with the Plan) of such Unit resulting from, among other things, the latest specifications, construction/renovation conditions, variances, and/or tolerances, and/or "as-built" plans for the Building, Common Elements, and/or Units. (See the section of the Plan entitled "Changes in Prices and Units" for details.)

(e) No amendment, modification, addition or deletion of the terms of the Declaration, By-Laws or any Rules and Regulations (other than those required by Law) shall be effective against Sponsor

unless Sponsor has given its prior written consent. (See the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for details.)

Future Construction

23. No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any windows and/or Terraces in the Building. In the event Sponsor engages in any development project that will be immediately adjacent to or directly across the street from the Condominium and such project has a material impact on the Condominium (e.g. impairment of views), Sponsor shall disclose such material impact in an amendment to the Plan within a reasonable period of time. While Sponsor is under no obligation to undertake any inquiry into whether any development project is planned or underway by a party other than Sponsor that will be immediately adjacent to or directly across the street from the Condominium, in the event that (i) Sponsor becomes aware of such a project, and (ii) such project has a material impact on the Condominium (e.g. impairment of views), Sponsor shall endeavor to disclose such project in an amendment to the Plan within a reasonable period of time after Sponsor obtains actual knowledge thereof. (See the section of the Plan entitled "Location and Area Information" for details.)

Unit Measurements

24. (a) Floor Plans depicting proposed layouts of Units and the Ancillary Amenities appear in Part II of the Plan. Each Unit is measured horizontally from the exterior side of the exterior walls 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 or to the exterior side of the opposite exterior walls; provided, however, that all columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit. Each Unit is measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling. Any and all measurements are approximations within reasonable tolerances.

(b) As the manner in which the square footage areas were calculated are not based on measurements from interior surfaces of interior walls, the square footage areas of the Units provided in Schedule A significantly exceed the usable floor area.

(c) See the footnotes in the section of the Plan entitled "Schedule A" in Part I of the Plan and the "Description of Property and Improvements" set forth in Part II of the Plan for details.

Window Guards / Legally Compliant Window Stops

25. Any installations, replacements, and/or repairs in connection with legally-compliant window guards and/or window stops in any Unit shall be performed at the direction of the Managing Agent and all costs associated therewith shall be borne by the Unit Owner. It is the responsibility of each Unit Owner to (i) notify the Managing Agent in writing if any child under the age of eleven (11) years resides (even temporarily) in the Unit, (ii) make the necessary arrangements with respect to the installation, repair, replacement, operation, and/or maintenance of legally-compliant window guards and/or window stops in the Unit and/or any additional equipment as required by Law, and (iii) otherwise ensure that all operable windows located in the Unit comply with Laws relating to window guards and/or window stops. Sponsor makes no representation whether or not Unit Owners will comply with the foregoing obligations. (See the "Rules and Regulations" annexed to the By-Laws set forth in Part II of the Plan for details.)

Vault Spaces

26. (a) Located underneath the sidewalk on the west side of the Building along West End Avenue are certain vault spaces belonging to the City of New York ("Vault Spaces"). Purchasers should refer to the Floor Plans for the cellar and subcellar set forth in Part II to see the Vault Spaces in more detail. Two areas of the Vault Spaces are expected to be used by Consolidated Edison and/or New York City Department of Environmental Protection ("Con-Ed/NYC Vaults"), which shall not be accessible by any residents or the public and which shall be accessed through an exterior access point on West End Avenue (there shall be no access points to the Con-Ed/NYC Vaults from within the Building). Certain other areas of the Vault Spaces are contemplated to be used solely by the Condominium and shall be treated as General Common Elements for the duration of such use (collectively, "GCE Vault Spaces"). The City of New York has the right at any time without notice to reclaim some or all of the Vault Space(s).

(b) The GCE Vault Spaces shall contain Vault Mechanical Areas, certain amenities (i.e. the Pilates Room and Music Room), and a portion of the Storage Locker Areas. To the extent that the City of New York reclaims some or all of the GCE Vault Space(s), the Condominium will no longer have the right to utilize such reclaimed GCE Vault Space(s), e.g. (a) if such reclaimed Vault Space(s) include any Vault Mechanical Areas, the Condominium would be obliged to relocate such Vault Mechanical Areas to different location(s) in the Building (with the understanding that the Condominium may be obliged to repurpose one or more of the Building's amenity areas for mechanical use, in which event the residents would no longer be able to use and enjoy such amenities), and (b) if such reclaimed Vault Space(s) include any amenities, then, unless the Condominium Board elects to repurpose a different area of the Building to relocate the amenities contained within the reclaimed Vault Space(s), such amenities would no longer be available for use and enjoyment by Unit Owners or any Permitted Users. Sponsor makes no representations or guarantees regarding the feasibility of any relocation plan. In the event that the Condominium Board is obliged or elects to relocate the Vault Mechanical Areas and/or any amenities: (i) the costs of any such relocation may be substantial; (ii) Sponsor shall have no obligation or liability whatsoever to the Condominium (including without limitation the Condominium Board or any Unit Owner) with respect to such costs, including without limitation no obligation to pay or reimburse any portion of such costs, but rather such costs shall be borne by all Unit Owners as a Common Expense; and (iii) there may be temporary building-wide interruptions of utility services or other services. Reference should be made to the Special Risk entitled "Storage Lockers" for more information in the event that the City of New York reclaims the portions of the Storage Locker Areas and Storage Lockers within the GCE Vault Spaces.

(c) See the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws."

Lead-Based Paint and/or Lead-Based Hazards

27. Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and material pertaining to lead-based paint and/or lead-based hazards in the Building. Set forth as an Exhibit in Part II of the Plan is a Lead Based Paint Inspection Report (the "Lead Paint Report") prepared by Enviro-Pro, dated April 22, 2019. Although the Lead Paint Report reveals the presence of lead-based paint in the Building, Purchasers are advised that the same will be significantly abated and removed as part of Sponsor's planned construction work at the Building. Notwithstanding the foregoing, the Description of Property and Improvements set forth as an Exhibit in Part II of the Plan provides that certain components of the Building to remain, which include the wall enclosing the Building's stairs and certain ceilings and beams, may still contain lead-based paint after completion of Sponsor's construction work. Sponsor will comply with applicable Law concerning the use of lead-based paint and/or lead-based paint hazards. Sponsor does not make any representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they or the Condominium remove

sheetrock at any time in the future, they or the Condominium may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint. (See the section of the Plan entitled "Sponsor's Statement of Building Condition" and the Purchase Agreement set forth in Part II of the Plan for details.)

Excess Development Rights

28. Sponsor does not anticipate that any Excess Development Rights will remain upon completion of the Building. However, if the applicable provisions of the Zoning Resolution change in the future, such changes may generate transferable Excess Development Rights which will not be included in the Property and shall be the exclusive property of Sponsor. Sponsor cannot represent the amount of transferable Excess Development Rights that could result from such changes. Neither the Condominium Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights. If any Excess Development Rights are transferred to an adjoining premises, the light and air of the Building and views from Units and/or Terraces may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration. See the sections of the Plan entitled "Rights and Obligations of Sponsor," "Excess Development Rights" and the Declaration in Part II of the Plan for details.

Marketing Materials

29. In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments, carpeting and the like ("FFE") in any portion of the Building (including without limitation the Units) set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Units imply or represent that any such FFE will be located within any portion of the Building (including without limitation the Units). The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from the designations utilized on the Floor Plans of the Units and/or the Description of Property and Improvements set forth in Part II of the Plan, including, without limitation, closets, hallways, dens/media rooms and powder rooms. In no event, however, shall any designations, labels or nomenclature used in marketing materials conflict with the legally permitted uses of such areas or rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials. (See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

Wood Products

30. Purchasers should note that wood products have certain inherent risks. Risks associated with all wood products (including, without limitation, wood flooring, furniture, cabinetry, and molding) include, but are not limited to, the following: cracks between the floor boards, squeaks, cupping, knots, mineral streaks, warping, splitting, denting, and/or delamination. The foregoing items may affect light-colored wood more noticeably. Additionally, wood products are subject to variations (i) in color (including possibly white, red, black, or even green shades), (ii) in the pattern and/or texture of wood grain, and (iii) in the appearance of finishes (including wood staining, gloss, and/or matte finishes). These variations may occur between (a) pieces of wood taken from the same tree, (b) wood products located in the same area of the Unit, and/or (c) pieces of wood in a Unit and samples shown by the Selling Agent. Wood products can also be affected by exposure to light and may darken, lighten, fade, and

otherwise change with use and age. Protective felt pads and protective sheeting (such as plywood or masonite) should always be used on wood flooring when placing furniture or appliances to avoid denting. 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. For more information about the effect of water on wood flooring, Purchasers should make reference to the National Wood Flooring Association, available at http://www.nwfa.org/. All wood products should be maintained in accordance with the manufacturer's recommendations. All references in the Plan to wood products shall be deemed references to engineered wood products unless otherwise specified. (See the section of the Plan entitled "Rights and Obligations of Unit Owners" for details.)

Post-Closing Restrictions

31. A Unit Owner who acquired title to the Unit from Sponsor is prohibited under the Purchase Agreement for a period of twelve (12) months from the First Closing from taking any of the following actions without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole and absolute discretion: (i) listing such Unit for sale with any broker, (ii) placing or authorizing any listing of the Unit for sale in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Unit for sale. A Unit Owner's breach of these provisions may result in, among other things, Sponsor bringing a legal claim against such Unit Owner for damages. (See the section of the Plan entitled "Rights and Obligations of Sponsor" and the Purchase Agreement in Part II of the Plan for details.)

Principal of Sponsor Have Executed the Certification of Sponsor and Principal for Compliance with the Martin Act and Governing Regulations

32. Consistent with a recent First Department decision, the principal of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principal, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al, 106 A.D. 3d 542 (1st Dept. 2013). (See the form of "Purchase Agreement" set forth in Part II of the Plan.)

Insurance

33. (a) The budgeted line item for the insurance premiums set forth in Schedule B represents current insurance premiums at current rates. In recent years, premiums for insurance (especially fire, terrorism, liability and flood insurance) have increased significantly. Although the projections in Schedule B are believed to be reasonable, Purchasers should note that insurance premiums could increase depending on market and weather conditions. It is not possible to predict whether future premiums will continue to escalate at the same substantial rate or will level off. No assurance is given that insurance premiums will not increase.

(b) Sponsor does not make any representation that the insurance limits set forth in Schedule B will meet the requirements of a lender who finances the purchase of a Unit. If Purchaser's lender requires additional insurance, Purchaser will be obligated to obtain such supplemental insurance at Purchaser's sole cost and expense.

(c) The Condominium Board is not required to obtain or maintain any insurance with respect to the Units (as defined in Article 6 of the Declaration), any non-structural components of any Limited Common Elements appurtenant thereto, and any Unit Owner Property. Each Unit Owner shall, at such Unit Owner's sole cost and expense, obtain and maintain in full force and effect such insurance, the

types and amounts of which shall be determined by the Condominium Board in its sole discretion, insuring the Unit, any non-structural components of the Limited Common Elements appurtenant thereto, and any Unit Owner Property as well as liability insurance with respect to occurrences in or about the Unit, any Limited Common Elements appurtenant thereto, and any licensed Ancillary Amenities that a Unit Owner may own. All such policies must contain waivers of subrogation. To the extent any party is insured or required to be insured for any loss or damage hereunder, each party will look to its own insurance policies for recovery. All such certificates of insurance shall name the Condominium Board, the Condominium, and Sponsor as additional insureds. For so long as Sponsor owns at least 1 Unsold Unit, any change or elimination of such requirement may only be made upon Sponsor's prior written consent. 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.

(d) Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost.

(e) See the section of the Plan entitled "Schedule B – Budget for First Year of Condominium Operation" for details.

Natural Stone Surfaces

34. (a) Certain surfaces in the Units may consist of natural stone. Purchasers should be aware that natural stone can be porous and calciferous, with the potential to absorb and/or chemically react to certain substances. As a result, Purchasers are advised that contact with certain liquids (including without limitation red wine, vegetable oil, coffee, etc.) or other substances may result in discoloration or etching.

(b) To reduce (but not eliminate) the possibility of discoloration and/or etching, Sponsor may apply a sealer to natural stone surfaces in the Units prior to delivery of such Unit to Purchaser, in which event all decisions with respect to selecting the professionals and the products shall be made by Sponsor in its sole discretion. Purchasers are advised that the application of a sealer to the stone does not in any way guarantee that future discoloration or etching will not occur. Furthermore, it will be each Unit Owner's obligation to maintain the natural stone, including any obligation to engage a professional to reapply the sealer at regular intervals. Purchasers should consult a professional regarding the proper care and maintenance necessary to preserve the appearance of natural stone surfaces.

(c) See the section of the Plan entitled "Rights and Obligations Unit Owners."

Fannie Mae and FHA

35. In the event that Sponsor submits an application to either Federal National Mortgage Association ("Fannie Mae") or the Federal Housing Administration ("FHA") to have the Condominium added to their respective lists of "approved" condominiums, there is no guarantee or assurance that (a) such applications would satisfy Fannie Mae's and/or FHA's criteria for approval, (b) even if either or both Fannie Mae and FHA requirements are satisfied, that the Condominium will continue to satisfy such criteria, or (c) Purchasers would be able to obtain mortgages insured by Fannie Mae and/or FHA. In accordance with the requirements of Fannie Mae and FHA, a certain percentage of the total First Year's Budget (unless Fannie Mae and/or FHA accept an amount based on a reserve fund study) is required to be placed in a reserve fund (as applicable, "FNA/FHA Reserve"), as set forth in more detail in the section of the Plan entitled "Schedule B – Budget For First Year Of Condominium Operation." Sponsor makes no representations that the FNA/FHA Reserve will continue to be provided as a line item in the operating budget for the Condominium subsequent to the First Year of Condominium Operation. The Condominium Board reserves the right, in its sole discretion (including without limitation during the

Sponsor Control Period) to use the FNA/FHA Reserve towards any capital expenditures it deems appropriate. Purchasers are advised that, even in FHA-approved condominiums, no more than thirty (30%) percent of the total Units may be encumbered by FHA securitized, guaranteed, or insured loans. No Purchaser shall be entitled to rescind any Purchase Agreement for any failure by Sponsor to either apply to Fannie Mae and/or FHA or to have any such application approved. (See the section of the Plan entitled "Procedure to Purchase.")

Easements and Special Rights of Access

36. In addition to all other easements and rights granted in the Declaration, Sponsor, the Managing Agent, the Condominium Board, and each of their respective Permitted Users shall have an easement in, through and upon the Terraces appurtenant to any Units, for the purpose of accessing, utilizing, maintaining and replacing the exhaust fans and other equipment located on the Terraces, to the extent applicable. (See the form of the Declaration set forth in Part II of the Plan for details.)

Principal of Sponsor

37. All rights of Sponsor with respect to Unsold Units as set forth herein and in the Condominium Documents shall inure to the benefit of any principal of Sponsor solely with respect to the Unit(s) owned by such principal of Sponsor, if any, but only until such time as the earlier to occur of either: (i) there has been an event of default pursuant to a mezzanine loan Permitted Mortgage entered into by Sponsor; or (ii) such principal is no longer identified as a principal of Sponsor in the Plan. For the avoidance of doubt, principals of Sponsor will not have such rights with respect to the Unsold Units, but rather only with respect to the Unit(s) owned by such principal(s) of Sponsor. Notwithstanding anything to the contrary, this paragraph shall not be construed to entitle the Condominium Board or any Unit Owner (other than Sponsor's mezzanine lender) with any enforcement, investigative, or other rights whatsoever with respect to Sponsor's status under the mezzanine loan documents, including without limitation any rights to condition or delay the exercise of any principal's rights under this paragraph until such time that the conditions under provision "(i)" are evidenced to the Condominium Board or any other party. (See the section of the Plan entitled "Rights and Obligations of Sponsor.")

Financial Crimes Enforcement Network Disclosure

38. For the purpose of preventing evasion of the Bank Secrecy Act, the director of the Financial Crimes Enforcement Network of the U.S. Department of Treasury ("FinCen") issued a Geographic Targeting Order ("Order") to collect information about certain transactions, which applies to any corporation, limited liability company, partnership or other similar business entity, whether formed under the laws of a state, or of the United States, or a foreign jurisdiction (other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Security Exchange Commission, a self-regulatory organization registered with the Security Exchange Commission, or an entity solely owned by such a business) using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase "residential real property" in any borough of New York City for a total price in excess of certain threshold amounts. At the time of the Filing Date of the Plan, such reporting threshold is $300,000, which may be subject to change in the future. For the purposes of FinCEN, "residential real property" is defined as "real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from one to four families." Purchasers are advised that FinCEN has revised and extended the Order from time to time, which currently remains in effect until April 18, 2024, but may be subject to further extension. In the event that a Purchaser enters into a transaction that falls within the current scope of the Order, the Purchaser shall be required to deliver to the title company at Closing all documents and information necessary in order for the title company to

comply with the requirements set forth in the Order. Any failure by a Purchaser to deliver such documents and information shall be deemed an Event of Default under the Purchase Agreement. For further details, Purchasers are advised to consult with a title company.

Real Estate Tax Projections

39. Purchasers are advised that the value of the Building will increase once the Building is assessed as being fully constructed, which means that the real estate taxes may be significantly higher than those projected in the Plan for the First Year of Condominium Operation. Purchasers should note that once the Building is assessed as being fully constructed, it is estimated that the real estate taxes will total approximately $4,705,343 during the first tax year in which construction will be complete, assuming no change in the above listed tax rate assessments. (See the sections of the Plan entitled "Real Estate Taxes" set forth in Part I and "Real Estate Tax Projection Opinion" set forth in Part II for details.)

Use and Occupancy Agreements

40. The Use and Occupancy Agreement shall provide, among other things, that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unsold Unit which is the subject of the Use and Occupancy Agreement will constitute a default under the Use and Occupancy Agreement entitling Sponsor, at its option, to terminate such Use and Occupancy Agreement in accordance with Law. In addition, each Purchase Agreement shall provide that an uncured default by the Purchaser under any Use and Occupancy Agreement with respect to the Unsold Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its option, to terminate such Purchase Agreement and to exercise any remedies provided therein. In the event a Purchaser is permitted to take possession of the Unsold Unit prior to Closing, such Purchaser will be required to obtain liability insurance and renter's insurance for their own benefit in such amounts as determined by Sponsor, which insurance policies must name the Condominium and Sponsor as additional insureds. A Purchaser who takes possession of a Unit prior to Closing assumes the risk of loss not covered by insurance. (See the section of the Plan entitled "Use and Occupancy Agreements" for details.)

First Closing and Subsequent Closings

41. (a) Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, Sponsor's construction work at the Building will be sufficiently completed to permit the First Closing to take place on or about November 1, 2024. Sponsor has the right to change the projected date of the First Closing from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the projected date set forth in Schedule B in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Even if the First Closing occurs within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor is not obligated under the regulations promulgated by the Attorney General to schedule any subsequent closing within any specified time frame. Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the projected date of the First Closing, and Units on lower floors might close later than Units on higher floors. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing or any Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. Nothing contained in this section will be construed so as to render Sponsor liable

for money damages, nor shall Purchaser have against Sponsor any liability, suit, claim, cause of action, or demand under any legal theory. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS WHEN DETERMINING WHETHER TO PURCHASE A UNIT.

(b) In the event the actual or projected date of the First Closing is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated common charge projections. If the total common charge projections in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

(c) As set forth in the Purchase Agreement, Sponsor has the right to adjourn the Closing Date from time to time and Purchasers should be aware that if the Closing Date is adjourned, Sponsor shall have no liability for any losses incurred by Purchaser as a result of such adjournment, including without limitation any costs associated with Purchaser's financing arrangements, travel or lodging expenses, fees associated with transfers of funds, legal fees, and lost interest on liquidated assets.

Loss or Damage from Power Outages

42. It is currently contemplated that certain "life safety" elements of the Building will be serviced by an emergency generator, including for example the egress lighting, fire alarm control panel, ARCS, all four (4) elevators (noting however that only one (1) elevator can be operational at a time when relying on emergency power, as may be selected by Managing Agent), fire alarms, etc. All other components and services of the Building will not be serviced by the emergency generator, including for example refrigerators, lighting, and air conditioning in Units, Ancillary Amenity Areas, etc. It should be noted that, if the Managing Agent chooses one of the passenger elevators to be operational when relying on emergency power, then the vehicle lift will not be operational in which case no vehicles would be able to enter or exit the Parking Space Area. Notwithstanding anything to the contrary, the Condominium Board, Sponsor, and their respective Permitted Users shall not be liable for any loss or damage caused by power outages, temperature fluctuations or other such causes in or around any portions or elements of the Building, including without limitation in Units, in Storage Lockers, and otherwise in any Ancillary Amenity Area(s). Any loss or damage in any Unit and/or Ancillary Amenity as a result thereof will be at the sole cost of the Unit Owner and/or Ancillary Amenity Licensee, as applicable. (See the section entitled "Description of Property and Improvements" set forth in Part I of the Plan.)

Smoking Policy

43. (a) For the purpose of this Smoking Policy, the term "smoking" and similar terms means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette, e-cigarette or other tobacco or non-tobacco smoking product in any manner or in any form.

(b) No Unit Owner, tenant, occupant, or any other person (including without limitation invitees, guests or contractors) occupying or visiting a Unit shall smoke (i) in any common area, indoor or outdoor, of the Building, including without limitation all entrances, elevators, hallways, basement, stairwells, fire stairs, amenity areas, and driveways, and (ii) within a radius of thirty (30) feet outside all entrance doors of the Building ((i) and (ii) collectively "Prohibited Smoking Locations").

(c) Persons may smoke within a Unit and on a Terrace exclusive to a Unit, provided however that such smoking does not trigger complaints of smoke odors permeating into other Units or

Prohibited Smoking Locations in the Building. If the Condominium receives, and notifies the Unit Owner of, complaints regarding smoke odors permeating from their Unit, or any Terrace exclusive thereto, into other Units or Prohibited Smoking Locations, the Unit Owner shall be obligated, at their sole cost and expense, to take all steps necessary to cause such complaints to cease, including but not limited to sealing holes, gaps and cracks in the Unit, installing air purifiers, and creating necessary pressure differentials.

(d) Each Unit Owner shall inform all persons that do or will occupy or enter a Unit of this policy and shall be responsible for violations thereof. In the event of any violation of this policy, the Condominium Board shall impose a fine on the common charge account of the Unit of $250 for the first occurrence, $500 for the second occurrence, and $1,000 for every subsequent occurrence thereafter.

(e) Each Unit Owner shall inform their household staff, co-occupants and guests of this policy.

(f) A Unit Owner who leases their Unit shall include a copy of this policy as an attachment to such lease.

(g) A Unit Owner who violates this policy, or whose co-occupant, guest or other invitee violates this policy, shall be deemed to have agreed to indemnify, defend and hold harmless the Condominium from, against and with regard to any loss or damage which the Condominium may incur, or any claim that may be asserted against the Condominium, as a result of such violation of this policy, including, without limitation, the amount of reasonable attorneys' fees and disbursements incurred by the Condominium in connection therewith.

(h) Any monetary obligations by a Unit Owner to the Condominium under this policy shall be deemed additional common charges under the By-Laws of the Condominium.

(i) Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including without limitation the imposition of fines or penalties against the Unit Owner. Purchasers are advised that the By-Laws empower the Condominium Board to amend the Rules and Regulations, including without limitation to modify or replace the Smoking Policy, and Sponsor makes no representations or guarantees as to whether the Condominium Board will choose to do so at any time.

(j) See the section of the Plan entitled "Rights and Obligations of Unit Owners," the form of Purchase Agreement set forth in Part II of the Plan, and the Rules and Regulations annexed to the By-Laws in Part II of the Plan for details.

Façade Inspection Safety Program

44. The Façade Inspection Safety Program (formerly Local Law 11.98), which has been incorporated into the Administrative Code as section 28.302.1 ("FISP") shall apply to the Building. In accordance with FISP, the Condominium Board is responsible for scheduling inspections of the physical condition of the exterior walls and any Terrace/balcony railings and guards (including fire escapes) of the Building and submitting a technical report thereof with the Buildings Department every five (5) years. The cost and expense thereof, including the cost of any repairs or maintenance to the façade or other parts of the Building as a result of such inspections, shall be borne by the Condominium and shall be charged to all Unit Owners as a Common Expense (subject to any rights by the Condominium Board to draw from the Working Capital Fund and/or Reserve Fund, in its sole discretion subject to the By-Laws). A copy of the FISP Cycle 8 report filed with New York City Landmarks Preservation Commission on August 3, 2017, with a status of "Safe with a Repair & Maintenance Program" (SWARMP), is set forth in Part II of the Plan. (See the section of the Plan entitled "Rights and Obligations of the Condominium Board/ Summary of By-Laws.")

Purchase Agreement Provisions

45. The form of Purchase Agreement set forth in Part II of the Plan contains provisions that require each Purchaser to (i) waive trial by jury in any litigation arising out of, connected with, or relating to, the Purchase Agreement or the relationship created thereby or in the Plan, and (ii) keep all of the terms and conditions of the Purchase Agreement confidential (except for certain limited exceptions set forth therein), failing which Purchaser will be in default under the Purchase Agreement, entitling Sponsor to exercise the remedies provided therefor under the Purchase Agreement. (See Sections 33 and 38 in the form of Purchase Agreement set forth in Part II of the Plan for details.)

Quality Housing Program

46. The new construction portions of the Building will comply with the requirements of the Quality Housing Program to the extent required under Chapter 8 of the Zoning Resolution. Sponsor shall remain solely entitled to any credits as a result of the Building's compliance therewith. (See the section entitled "Description of Property and Improvements" set forth in Part I of the Plan.)

Tenant Protection Plan

47. A tenant protection plan ("TPP") is not currently applicable because the Building is (and has been since acquisition by Sponsor) vacant. To the extent that a TPP is required by the Buildings Department as of the First Closing, Sponsor shall comply therewith (including distributing a copy of the TPP to the occupants during such applicable time) and shall disclose such compliance in the "post-closing" amendment to the Plan. (See the section of the Plan entitled "Rights and Obligations of Unit Owners.")

Historic District

48. The Building is a contributing building within the Riverside-West End Historic District Extension II and therefore any alterations (whether interior, exterior, or in a Unit or Common Element) that would require the issuance of a permit from the Buildings Department is subject to review by the New York City Landmarks Preservation Commission ("LPC"). If, during LPC's review, LPC determines (in its discretion) that such alterations would impact the exterior of the Building, such alterations shall be additionally subject to approval by LPC. Such reviews and/or approvals may involve additional costs or time on the part of Unit Owners desiring alterations. (See the section of the Plan entitled "Location and Area Information.")

Mortgage Recording Tax Credit ("MRT")

49. (a) In the event that Sponsor is eligible for an MRT credit, then any Purchaser who obtains a mortgage loan must pay Sponsor a sum equal to the partial MRT credit to which Purchaser may be entitled pursuant to § 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the MRT previously paid by Sponsor in connection with any existing mortgage(s) taken out by Sponsor ("Mortgage").

(b) Sponsor may, at Sponsor's option and in Sponsor's sole discretion, elect to cause its mortgage lender to assign a portion of the Mortgage to each Purchaser's lender, with the lender's cooperation, when and if a Purchaser obtains financing. Each Purchaser's loan would, therefore, consist of a portion of the assigned Mortgage, for MRT purposes. The partial mortgage assignment would have no adverse impact on the purchase price of the Unit or on Purchaser's mortgage payment. Mortgage assignments (as opposed to new mortgages) are exempt from MRT. Since a portion of the Mortgage would be assigned to each Purchaser's lender as each Unit is conveyed from Sponsor to Purchaser, the Purchaser would be exempt from paying MRT to the City and State of New York to the extent that its mortgage consists of the assigned

Mortgage. At the closing, Sponsor would receive a payment from Purchaser equal to (but not in excess thereof) the MRT that would otherwise be payable to the City and State of New York on the recording of Purchaser's mortgage. Pursuant to the terms of the Purchase Agreement, the form of which is set forth in Part II of the Plan, such Purchasers will be required to (i) advise its lender of this provision and exercise good faith efforts to cause its lender to cooperate with Sponsor and Sponsor's lender in connection with the partial assignment of its Mortgage, and (ii) cause its title company (if such title company is different from the Title Company named in the Plan) to cooperate with Sponsor's Title Company in effectuating and keeping record of the partial mortgage assignments. None of these terms and conditions relating to partial assignments shall be construed to mean that the purchase of the Unit is in any way contingent on financing.

Sponsor's Limited Warranty

50. (a) Except to the extent set forth in the mutually signed Inspection Statement, Sponsor shall not be obligated to correct, repair, or replace any defects or other conditions relating to construction of the Units, the Common Elements, or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan (including the Limited Warranty described in the section of the Plan entitled "Rights and Obligations of Sponsor"). Without limiting the generality of the foregoing: unless caused by a code violation or a violation of Law, there is no warranty with respect to mold, mildew, spores, fungi or other toxins or as to air, view, or light quality. (See the section of the Plan entitled "Rights and Obligations of Sponsor" for more details.)

(b) Purchasers are advised that the prevention of the growth of mold in a Unit subsequent to Closing 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 their 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 they have taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. The form of Purchase Agreement set forth in Part II of the Plan provides that Sponsor will not be liable for and Purchaser hereby waives any claim for any actual, special, incidental, or consequential damages based on strict liability, or breach of express or implied warranty with respect to the growth of any mold in the Unit subsequent to Closing, unless caused by the negligence or misconduct of Sponsor. (See the form of Purchase Agreement set forth in Part II of the Plan.)

Sponsor's Liability

51. (a) No party other than Purchasers who (i) have signed fully-executed Purchase Agreements and (ii) are entitled to the protections in the Plan shall have any right or benefit in or from the Plan, including without limitation the right to insist upon or enforce against Sponsor the performance of any or all of Sponsor's obligations under the Plan and no such third party (including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

(b) Sponsor shall not be responsible for any failure by the Managing Agent, its successors or assigns, or the Condominium Board to properly maintain the Property.

(c) See the section of the Plan entitled "Rights and Obligations of Sponsor."

Laundry Appliances in Certain Units

52. The Description of Property and Improvements set forth in Part II of the Plan provides that Units 2C, 3C, 4C, 5C, 6C, 7C, 4J, 5J, 6J, 7J, 8J, 9J, 10J, 8G, 9G, 10G, 11G, 14G, 15G, 4L, 5L, 6L, 7L, 3F, 4F, 5F, 6F, 7F, 8D, 9D, 10D, 3K, PH16B, and PH16E (each, a "Subject Unit") shall each contain a stacked washing machine and dryer that do not qualify for ADA compliance ("Stacked

Washer/Dryer"). In compliance with Law, Sponsor hereby offers to a Purchaser of a Subject Unit who has a legally recognized disability (each, a "Qualifying Purchaser"), at the Qualifying Purchaser's option, to substitute the Stacked Washer/Dryer for a ADA-compliant combination washing machine and dryer of make/model LG – WM3555HWA ("ADA Washer/Dryer") at Sponsor's sole cost and expense (collectively, "Substitution"), provided however that the Qualifying Purchaser provides notice to Sponsor of the Qualifying Purchaser's disability and their request for the Substitution not less than ten (10) days prior to the Closing Date, TIME BEING OF THE ESSENCE. In the event that the Qualifying Purchaser duly gives notice in accordance herewith, Sponsor shall exercise good faith efforts to perform the Substitution prior to Closing, subject however to long lead orders, Force Majeure, delays relating to contractors, deliveries, and suppliers, and any other causes over which Sponsor has no control (in which event any such unfinished aspect(s) of the Substitution shall constitute punchlist work listed on the Inspection Statement). The provisions of this section are subject to Sponsor's rights to make changes to the extent provided for in the Plan, including without limitation to substitute the ADA Washer/Dryer for one of Equal or Better Quality. (See the section "Description of Property and Improvements" in Part I of the Plan.)

Maintenance and Service Agreements

53. (a) Each Unit shall contain certain mechanical equipment relating to the exhaust, ventilation, heating and air conditioning of the Unit (each, collectively, "Unit Mechanical Equipment") – each of which shall be located in the Unit, shall be considered a part of such Unit, and shall service such Unit exclusively. Any maintenance, repair, and replacement relating to the Unit Mechanical Equipment, whether ordinary or extraordinary, shall be the obligation of the respective Unit Owner at such Unit Owner's sole cost and expense. In furtherance thereof, each Unit Owner shall be obligated to procure and maintain for the duration of the Unit Owner's ownership of the Unit a service and maintenance agreement for the Unit Mechanical Equipment ("Mechanical Equipment Service Agreement"), all costs and expenses of which shall be borne solely by the Unit Owner. The Condominium Board shall have the right to regulate the Mechanical Equipment Service Agreements in its reasonable discretion, including without limitation by requiring the Unit Owners to choose from a list of pre-approved vendors for the Mechanical Equipment Service Agreements. Purchasers shall be obligated, at the Closing of Title to the Unit, to deliver to the Condominium Board a copy of the Mechanical Equipment Service Agreements that complies herewith. Any failure by any Purchaser to show proof of the Mechanical Equipment Service Agreement at Closing shall be an Event of Default under the Purchase Agreement. To the extent that any Unit Owner fails to renew or otherwise maintain the Mechanical Equipment Service Agreement for the duration of the Unit Owner's ownership of the Unit, such failure shall constitute a default under the Declaration and By-Laws, entitling the Condominium Board (in addition to all other rights and remedies afforded to the Condominium Board in an event of a default under the Declaration and By-Laws) to procure and sign a service agreement with a vendor of the Condominium Board's choice to service the Unit Mechanical Equipment located in the defaulting Unit Owner's Unit, on such terms and subject to such prices as may be acceptable to the Condominium Board in its sole discretion, in which event all costs and expenses associated therewith (including without limitation all fees imposed by the vendors) shall be payable by the defaulting Unit Owner and shall constitute part of the Common Charges assessed against the Unit.

(b) Certain Units will contain gas burning fireplaces – each of which, together with all associated parts and equipment (including without limitation the flue), is collectively hereafter referred to as a "Fireplace." Each Fireplace, to the extent located in a Unit, shall be considered a part of such Unit and shall service such Unit exclusively. Any maintenance, repair, and replacement relating to the Fireplace, whether ordinary or extraordinary, shall be the obligation of the respective Unit Owner at such Unit Owner's sole cost and expense. In furtherance thereof, each Unit Owner whose Unit contains a Fireplace shall be obligated to procure and maintain for the duration of the Unit Owner's ownership of the Unit a service and maintenance agreement for the Fireplace ("Fireplace Service Agreement"), all costs and expenses of which shall be borne

solely by the Unit Owner. The Condominium Board shall have the right to regulate the Fireplace Service Agreements in its reasonable discretion, including without limitation by requiring the applicable Unit Owners to choose from a list of pre-approved vendors for the Fireplace Service Agreements. Purchasers shall be obligated, at the Closing of Title to the Unit, to deliver to the Condominium Board a copy of the Fireplace Service Agreements that complies herewith. Any failure by any Purchaser of a Unit containing a Fireplace to show proof of the Fireplace Service Agreement at Closing shall be an Event of Default under the Purchase Agreement. To the extent that any Unit Owner of a Unit containing a Fireplace fails to renew or otherwise maintain the Fireplace Service Agreement for the duration of the Unit Owner's ownership of the Unit, such failure shall constitute a default under the Declaration and By-Laws, entitling the Condominium Board (in addition to all other rights and remedies afforded to the Condominium Board in an event of a default under the Declaration and By-Laws) to procure and sign a service agreement with a vendor of the Condominium Board's choice to service the Fireplace located in the defaulting Unit Owner's Unit, on such terms and subject to such prices as may be acceptable to the Condominium Board in its sole discretion, in which event all costs and expenses associated therewith (including without limitation all fees imposed by the vendors) shall be payable by the defaulting Unit Owner and shall constitute part of the Common Charges assessed against the Unit.

(c) See the section of the Plan entitled "Rights and Obligations of Unit Owners."

Asbestos

54. Since the PH17/Bulkhead Levels and the Annex (as such terms are defined in Special Risk #3) will be new construction, the Penthouse/Bulkhead Levels and the Annex shall not contain any asbestos-containing material ("ACM"). With respect to the Original Structure (as such term is defined in Special Risk #3), an asbestos report is set forth in Volume II of the Plan in the section entitled "Asbestos Operations and Maintenance (O&M) Plan" ("Asbestos Report"), which discloses that all ACM detected in the Original Structure has been removed by Sponsor with the exception of certain ACM left in wall tar, which is hidden under non-asbestos plaster on the interior walls of the Original Structure, the locations of which are described in more detail in the Asbestos Report. Sponsor makes no representation as to the existence or non-existence of ACM in any locations in the Building other than as set forth in the Asbestos Report, and does not have any obligations under the Plan to remediate the existence of ACM in the Original Structure. Except for any remediation already performed prior to the Filing Date of the Plan, Sponsor does not intend to perform any remedial work with respect to ACM. (See the section entitled "Asbestos Operations and Maintenance (O&M) Plan" set forth in Volume II of the Plan for details.)

Zoning Sheet Inconsistency

55. While the Plans and Specifications for the Building correctly reflect that the Building will contain 15 Parking Spaces and 131 Residential Units, Purchasers are advised that a zoning sheet that was included with the Sponsor's Buildings Department submission incorrectly reflects that the Building will contain 17 Parking Spaces and 132 Residential Units. This is an internal inconsistency reflective of a typographical error. The Offering Plan (including without limitation the Floor Plans set forth in Part II) are correct and are consistent with the Plans and Specifications. Sponsor shall amend the zoning sheet so that it is also consistent with the Plans and Specifications, after which Sponsor shall submit an amendment to the Plan to reflect same.

Force Majeure

56. In the event that any obligation or undertaking required by Sponsor under the Purchase Agreement is prevented, delayed, or hindered by 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 and such tolling shall not entitle Purchaser to any credit, offset, or reduction in purchase price of the Unit or to be relieved of any other obligation under the Purchase Agreement. However, none of Purchaser's

rights under the applicable regulations promulgated by the Attorney General, Article 23 of the General Business Law or under the 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 any governmental agency, or by executive order. **Purchasers are specifically advised that the timing of the closing of title to the Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorneys as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser's obligations under the Purchase Agreement; and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.** Purchasers should refer to the section of the Purchase Agreement entitled "Force Majeure" for more details.

INTRODUCTION

Nature of the Transaction

720 WEA Ventures LLC ("Sponsor") is a limited liability company organized and existing under the laws of the State of Delaware. Sponsor acquired the Property on December 22, 2021 from BCRE West End Avenue Owner LLC.

Sponsor presents this offering plan, as the same may be amended from time to time ("Plan") for the establishment of condominium ownership of the Land and Building pursuant to the Condominium Act. The Condominium will be known as 720 West End Avenue Condominium and located at 720 West End Avenue, New York, NY 10025 ("Property") and shall be subject to and compliant with the Condominium Act.

The principal of Sponsor (as such term is defined in the Department of Law's regulations) is Michael Gontar (See the sections of the Plan entitled "Identity of Parties" and the "Certification of Sponsor and Principal" in Part II of the Plan for details.)

The Condominium will consist of: (a) 131 Units (including 1 Resident Manager's Unit), (b) 95 Storage Lockers and (c) 15 Parking Spaces (including one (1) Handicap Parking Space). The Storage Lockers and Parking Spaces are collectively referred to as "Ancillary Amenities."

The Offering Plan

The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor. The Plan is subject to and complies with the New York Condominium Act and contains all of the detailed terms of the transaction.

Sponsor may from time to time amend the Plan by filing an amendment with the Department of Law and serving such amendment on Purchasers, Unit Owners, and any other person entitled to service pursuant to Law.

The Plan is presented in two parts that, together with all documents filed with the Department of Law, constitute the entire offer of Sponsor. Part I sets forth a general description of the offering and the Condominium and Part II contains the basic documents necessary to create the Condominium and otherwise effectuate the Plan. Also included in Part II is a detailed physical description of the Property and certifications as to certain matters discussed in the Plan.

In addition, Sponsor has filed with the Department of Law, Exhibits to the Plan which, along with the Plan, constitute the entire offer of Sponsor. Copies of the Plan and all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the Plan shall be available for inspection by Purchasers and their attorneys without charge and for copying at a reasonable charge by any Person who shall have purchased a Unit offered by the Plan at the Sales Office and available for inspection and copying at the office of the Department of Law, which is located at 28 Liberty Street, New York, New York 10005. A prospective Purchaser may borrow the Plan upon payment of a $300 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in substantially the same or similar condition at the time it was borrowed or (ii) the execution by the prospective Purchaser of a Purchase Agreement subsequently accepted by Sponsor. Purchasers are also advised to consult with their own attorneys or other advisers before agreeing to purchase. All documents are important and should be read carefully by Purchasers.

All capitalized terms used in the Plan shall have the meanings ascribed thereto in the section of the Plan entitled "Definitions," unless otherwise defined.

The Property

The Building shall be comprised of (i) an original structure of 16 above-grade floors built in 1927 ("Original Structure"), (ii) a new addition of 9 above-grade floors on the eastern side of the Original Structure ("Annex") that will connect to and be fully integrated in the Building, and (iii) a new penthouse level (inclusive of roof terraces and bulkheads above) located on top of the Original Structure ("PH17/Bulkhead Levels"). The Annex and the PH17/Bulkhead Levels shall be entirely new construction. With respect to the Original Structure, existing egress stairs A and B (including associated railings), the stair core, floor slabs, steel structure, and facades thereof shall remain, and otherwise all other building components (including without limitation equipment, walls, features, finishes, fixtures, windows, etc.) shall be new construction. The Original Structure was formerly used as a Salvation Army senior citizen community, and the Annex was formerly a parking area.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, Sponsor's construction work at the Building will be sufficiently completed to permit the First Closing to take place on or about November 1, 2024. The Building will be substantially renovated. Sponsor has the right to change the projected date of the First Closing from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the projected date set forth in Schedule B in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Even if the First Closing occurs within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor is not obligated under the regulations promulgated by the Attorney General to schedule any subsequent closing within any specified time frame. Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the projected date of the First Closing, and Units on lower floors might close later than Units on higher floors. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing or any Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. Nothing contained in this section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any liability, suit, claim, cause of action, or demand under any legal theory. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS WHEN DETERMINING WHETHER TO PURCHASE A UNIT.

In the event the actual or projected date of the First Closing is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated common charge projections. If the total common charge projections in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

As set forth in the Purchase Agreement, Sponsor has the right to adjourn the Closing Date from time to time and Purchasers should be aware that if the Closing Date is adjourned, Sponsor shall have no liability for any losses incurred by Purchaser as a result of such adjournment, including without limitation any costs associated with Purchaser's financing arrangements, travel or lodging expenses, fees associated with transfers of funds, legal fees, and lost interest on liquidated assets.

A detailed description of the Property is contained in the section of the Plan entitled "Description of Property and Improvements" set forth in Part I of the Plan.

Offering of Units for Sale

Sponsor hereby offers the Units for sale pursuant to the Plan. The Purchase Prices for each of the Units are listed in the section of the Plan entitled "Schedule A - Purchase Prices and Related Information" ("Schedule A"). THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Offering of Ancillary Amenities for Sale

Sponsor hereby offers the Ancillary Amenities for sale pursuant to the Plan. The Ancillary Amenities will be conveyed pursuant to a license agreement, the form of which is set forth in Part II of the Plan ("Ancillary Amenity License"). An Ancillary Amenity may only be purchased by a Purchaser of a Unit. The Purchase Price for each of the Ancillary Amenities is listed in Schedule "A." THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY. The Condominium Board has the right to impose and/or regulate license fees and Special Assessments in connection with the Ancillary Amenities. Any monthly license fees imposed shall constitute "additional Common Charges" under the terms of the Condominium Documents.

Although the Ancillary Amenity Areas are General Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Ancillary Amenities located therein pursuant to a licensing arrangement and retain all proceeds of such sale. The Condominium will not be entitled to any of the proceeds from the sale of the Ancillary Amenities. An Ancillary Amenity may only be licensed or sublicensed to another Unit Owner or a Purchaser who is simultaneously purchasing a Unit and in no event shall be transferred independently of the ownership of a Unit (with the exception of the Handicap Parking Space, which shall be owned by the Condominium as set forth in more detail herein).

Sponsor reserves the unconditional right to sell and/or rent the offered Ancillary Amenities in such order of priority as it may determine and to delay the sale, marketing, and/or rental of one or more offered Ancillary Amenities; notwithstanding the foregoing, Sponsor shall remain obligated to update the terms of the Plan as required by the Attorney General's regulations in connection with all Ancillary Amenities offered for sale hereunder. In addition, Sponsor reserves the unconditional right to limit the number of Ancillary Amenities sold to any Purchaser and to make bulk sales.

Based upon market conditions, until such time as Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity, Sponsor reserves the right to withdraw the offering of any particular Ancillary Amenity category and/or to reduce the number of Ancillary Amenities offered within any such category. After such time that Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity in any particular Ancillary Amenity category, Sponsor may withdraw or reduce the offering of any Ancillary Amenities in such category but only to the extent that such withdrawal or reduction does not affect any Ancillary Amenities already under contract. If, subject to the foregoing limitations, Sponsor elects to withdraw or reduce the offering of any Ancillary Amenities, then such withdrawal or reduction shall be disclosed by Sponsor in an amendment to the Plan, and Sponsor shall have the right to utilize such Ancillary Amenity Areas for any use as determined by Sponsor in its sole discretion. Furthermore, in the event of such withdrawal or reduction, with respect only to Purchasers (i) who have not entered into Purchase Agreements for Ancillary Amenities and (ii) who have entered into Purchase Agreements for Ancillary Amenities unaffected by the withdrawal or reduction, such Purchasers shall not be relieved of any of their obligations under their respective Purchase Agreements as a result of such withdrawal or reduction, including, without limitation, the obligation to purchase the Unit.

Conveyance of Title

Sponsor shall convey title to the Units free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions and (2) liens and encumbrances other than Permitted Encumbrances to which the Unit's title is subject, either (a) which have been expressly accepted by Purchaser, or (b) for which the instrument required to remove it of record has been delivered to the Title Company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's attorney); or (c) as to which the Title Company will insure (without additional premium to Purchaser) that such lien or encumbrance will not be collected out of or enforced against the Unit; or (d) as to which Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at Closing. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money in excess of ½ of 1% of the Purchase Price of the affected Unit to make title insurable or to eliminate any encumbrances or title defects. In the event of the existence of any lien or encumbrance other than as set forth in the preceding sentence which Sponsor fails or refuses to correct, the sole remedy of Purchaser under the Plan, provided Purchaser is not then in default, will be to either (i) take title to the Unit subject to the lien or encumbrance (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (ii) terminate the Purchase Agreement within 15 days after receipt of notice or an amendment disclosing such lien or encumbrance. If Purchaser fails to notify Sponsor of Purchaser's election within 15 days after Sponsor notified Purchaser of Sponsor's failure or refusal to remedy the lien or encumbrance, it will be conclusively deemed that Purchaser elected to acquire title subject to the lien or encumbrance.

Sponsor's Reservation of Right to Rent Rather than Sell Units

Sponsor reserves the unconditional right to rent rather than sell Units after the consummation of the Plan. Therefore, Sponsor makes no representations or guarantees that the sale of the Units will progress in a manner deemed to be reasonably timely by any Purchaser. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more Units than the 15% necessary to declare the Plan effective (i.e., 20 Units based on 131 Units offered for sale, excluding the Resident Manager's Unit) and therefore owner-occupants may never gain effective control and management of the Condominium.

Sponsor intends to offer Units for sale both to Purchasers for personal occupancy and Purchasers who are purchasing for investment or resale. Purchasers for investment or resale may rent such Units rather than use such Units for personal occupancy. As a result, some and possibly many Units may be occupied by renters instead of Unit Owners. Since the Condominium Board does not have the right to approve or disapprove potential Purchasers of Units, the Condominium Board is unable to limit the number of Purchasers who purchase Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Unit Owners who are not occupants. It is possible that Unit Owners who occupy Units and those Unit Owners who do not occupy Units (including Sponsor) may have inherent conflicts on how the Condominium shall be managed because of their different reasons for purchasing (i.e. purchasing as a home as opposed to as an investment).

Sponsor reserves the unconditional right to sell, rent (after the consummation of the Plan), and release sales listings of the Units and/or Ancillary Amenity licenses in such order of priority as it may determine and to delay the sale or rental of one or more, provided, however, that Sponsor shall not take any actions in violation of the Department of Law's Effective Policy Memorandum dated December 20, 2008, entitled "Withholding Condominium Units from the Initial Offer". In addition, Sponsor reserves the unconditional right to limit the number of Units sold to any Purchaser and to make Bulk Sales. Purchasers of Bulk Sales shall be bound by Sponsor's representations in the Plan with regard to Sponsor's commitment to sell Units. In the event of a Bulk Sale (or any dissolution or liquidation of Sponsor), the principal of the

Sponsor will provide financially responsible entities or individuals to assume the status and obligations of Sponsor for those Units.

Sponsor's Loan

Sponsor has procured financing for Sponsor's planned construction work at the Building from Cain International Agent Limited, having an address at 767 Fifth Avenue, 17th Floor, New York, New York 10153 ("Project Lender"). If the Project Loan will not be satisfied at or prior to the First Closing, Project Lender will (i) consent to the formation of a condominium; (ii) subordinate the lien of its mortgage to the Declaration; and (iii) release its lien on the Unit being conveyed and its interest in the Common Elements. Pursuant to the terms of the construction loan documents, Sponsor must meet certain minimum release prices prior to Project Lender's release of its lien against the Unit. The construction loan documents do not require a specific minimum number or percentage of Purchase Agreements to be entered into prior to declaring the Plan effective.

Mezzanine financing has also been provided for costs related to construction of the Building by RDF 720 WEA, LLC ("Mezz Lender"). The financing provided by Mezz Lender is not secured by a mortgage on the Building.

In the event that Sponsor transfers ownership of the Property or the Sponsor entity to Project Lender or Mezz Lender or any affiliate thereof in accordance with the terms of such loan documents, such transfer shall not by itself constitute a material or adverse change affording Purchasers any rights to rescind their Purchase Agreements.

Excess Development Rights

Sponsor does not anticipate that any Excess Development Rights will remain upon completion of the Building. However, if the applicable provisions of the Zoning Resolution change in the future, such changes may generate transferable Excess Development Rights which will not be included in the Property and shall be the exclusive property of Sponsor. Sponsor cannot represent the amount of transferable Excess Development Rights that could result from such changes. Neither the Condominium Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights. If any Excess Development Rights are transferred to an adjoining premises, the light and air of the Building and views from Units and/or Terraces may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration. (See the sections of the Plan entitled "Rights and Obligations of Sponsor", "Excess Development Rights" and the Declaration in Part II of the Plan for details.)

Basic Aspects of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home. Each Unit Owner owns fee title to the Unit and is entitled to the exclusive possession and use thereof and is obligated to comply, with the terms of the Condominium Documents and any other requirements implemented by the Condominium Board. Each Unit Owner also owns, in common with the owners of all other Units, an undivided interest in (and right to use) the Common Elements. The Common Elements are comprised of: (i) portions of the Property serving and benefiting all Units, generally, including, for example, the Land upon which the Building stands and foundations and supports of the Building, these Common Elements being more specifically designated as "General Common Elements," and (ii) portions of the Building exclusively serving and benefiting one Unit such as a Terrace, these Common Elements being specifically designated as "Limited Common Elements."

Subject to certain conditions contained in the By-Laws, each Unit Owner may mortgage the Unit with such lender and in such amount as the Unit Owner chooses. However, Sponsor does not make any representations about the financeability of any Unit. There are no limitations or restrictions upon the rights of Sponsor to mortgage Unsold Units. Each Unit is separate and will not be subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

Operation of the Condominium will be vested in a Condominium Board, the Members of whom will be elected by the Unit Owners, subject to the rights of Sponsor to designate Members of the Condominium Board, as set forth in the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws." When voting for Members of the Condominium Board, each Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to the Unit per Member to be elected.

A Unit Owner may decorate and construct the interior of the Unit in any way the Unit Owner desires, subject to compliance with the Condominium Documents and Law, and will be solely responsible for the cost of maintenance and interior repairs to the Unit after Closing.

Each Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes assessed against any other Unit. In the opinion of Tax Counsel to Sponsor, which opinion is set forth in full in Part II of the Plan, a Unit Owner who itemizes deductions may be eligible, under current Law, to deduct from income for income tax purposes, real estate taxes and interest paid on the Unit Owner's mortgage, subject to certain exceptions and limitations discussed in the "Attorney's Income Tax Opinion" set forth in Part II of the Plan. (See the section of the Plan entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" for details.)

Each Purchaser of a Unit will be required to pay, as a closing cost, a portion of the (a) purchase price and associated closing costs with respect to Sponsor's sale of the Resident Manager's Unit to the Condominium Board and (b) purchase price with respect to Sponsor's sale of the Handicap Parking Space to the Condominium Board, as set forth in Schedule A.

The cost of operating the Condominium will be borne entirely by the Unit Owners in accordance with allocations set forth in the "Schedule B – Projected Budget for First Year of Condominium Operation." As more particularly set forth in the By-Laws, the Condominium Board will determine the amount of Common Expenses. On a monthly basis or at such other times as the Condominium Board determines, the Condominium Board will assess Unit Owners for Common Charges to meet Common Expenses. Common Charges will be assessed against Unit Owners in the same proportion their respective Units bears to the aggregate Common Interest of all Units. The estimated Common Charges for each Unit for the First Year of Condominium Operation are set forth in Schedule A. Purchasers are obligated to pay monthly Common Charges pursuant to the Condominium Act (Real Property Law §§339 (i) and (m)).

The Common Interest of each Unit in the Common Elements has been determined pursuant to the method set forth in Real Property Law section 339-i(l) based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv).

Unit Owners will have no interest in any rents, net profits or revenues derived from the rental or use of any Unit owned by another. The aggregate Common Interest of all Units equals 100%. The percentage of Common Interest is the basis for determining a Unit Owner's share of distribution upon termination of the Condominium with Unit Owners then sharing pro rata in the proceeds of the Condominium. Each Unit's Common Interest and estimate of the Common Charges that will be payable by the Unit Owner during the First Year of Condominium Operation of the Property subsequent to the First Closing are set forth in the section of the Plan entitled "Schedule A – Purchase Prices of Units and Related Information."

After the Closing of Title to a Unit, each Unit Owner shall, at such Unit Owner's sole cost and expense, obtain and maintain in full force and effect such insurance, the types and amounts of which shall be determined by the Condominium Board in its sole discretion, insuring the Unit, any non-structural components of the Limited Common Elements appurtenant thereto, and any Unit Owner Property as well as liability insurance with respect to occurrences in or about the Unit, any Limited Common Elements appurtenant thereto, and any licensed Ancillary Amenities that a Unit Owner may own. All such policies must contain waivers of subrogation. The Condominium Board will be solely responsible for maintaining (i) casualty insurance with respect to the General Common Elements (including without limitation the GCE Vault Spaces) and the structural components of the Limited Common Elements (including without limitation pavers, parapets, railing, and/or glass), and (ii) liability insurance with respect to the Property (provided, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit, any Limited Common Elements appurtenant thereto, or any licensed Ancillary Amenities that a Unit Owner may own), subject however to the provisions of the By-Laws. (See the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for details.)

Each Purchaser of a Unit will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium at Closing, in an amount equal to 2 months' Common Charges with respect to the Unit based on the Condominium budget in effect as of the Closing Date. The payment of the Working Capital Fund shall be required of all Purchasers of Units, whether purchased from Sponsor or purchased from a Unit Owner on a resale.

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes with respect to the Unit (both before and after such taxes are separately assessed and billed against the Unit by the City of New York), interest and amortization payments on any mortgage and charges for electricity consumed in the Unit.

A Unit shall be used for residential purposes only, including permitted "home occupation" as defined in the Zoning Resolution (except as described below), and not more than one family may occupy a Unit at one time. A Unit may not be used for any "dormitory," "bed and breakfast" or other transient hotel-type use. A Unit 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) may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, a member of such limited liability company, the fiduciary or beneficiary of such fiduciary, a principal or employee of such other entity, respectively, or by members of the immediate family or guests of any of the foregoing. A Unit may be used for any other purpose, provided that such use is permitted by, and complies with Law and does not violate the then existing TCO or PCO covering the Building and that the Condominium Board, in its sole discretion, grants permission for such use. Use and occupancy of the Unit shall be subject to the Rules and Regulations of the Condominium which may be amended from time to time.

A Storage Locker may be used only for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item be stored therein. Purchasers are advised that field conditions may require that certain Storage Lockers contain structural components or mechanical equipment, including without limitation pipes, ducts, ductwork, conduits, shafts, shaftways, columns, beams, chases, and chaseways. In connection therewith: (i) Purchasers will not be entitled to any credit, offset, or reduction in the Purchase Price of the Unit or otherwise be relieved from any obligation under the Purchase Agreement, (ii) the Condominium Board, the building staff, and their respective Permitted Users may require routine access to the Storage Locker for the purpose of performing inspections, maintenance, and repairs, and (iii) the dimensions of the Storage Lockers set forth on the Floor Plans would not account for such components or equipment. For approximate Storage Locker square footages exclusive of structural components, reference should be made to the square footages of the Storage Lockers on the Schedule A.

Purchasers are advised that the entirety of twenty-nine (29) Storage Lockers and portions of twelve (12) Storage Lockers (collectively, "Vault Storage Lockers") shall be located in the GCE Vault Spaces owned by the City of New York (as such term is defined in the Special Risk entitled "Vault Space"), while all remaining Storage Lockers are located within the Property owned by the Condominium ("Non-Vault Storage Lockers"). Reference should be made to the special risk entitled "Vault Spaces" for more information regarding the Vault Spaces, including without limitation the possibility that the City of New York may reclaim the GCE Vault Spaces. Purchasers are advised that the License Agreements for the Storage Lockers includes provisions that provide that, in the event the City of New York reclaims one or more of the GCE Vault Spaces, (i) to the extent that any Vault Storage Lockers are located within the GCE Vault Spaces that are reclaimed by the City of New York, such license agreements shall be immediately terminated, and (ii) to the extent that any Vault Mechanical Areas are reclaimed by the City of New York, the Condominium Board shall have the unconditional right, in its sole discretion, to terminate any and all of the license agreements for all Storage Lockers (including without limitation the Non-Vault Storage Lockers) for the sole purpose of relocating the mechanical equipment formerly located in the reclaimed Vault Mechanical Areas. In the event that either or both of the foregoing events "(i)" and "(ii)" take place, the licensee(s) of the terminated license agreement(s) shall no longer have any further rights to their respective Storage Locker(s) and neither the Condominium Board nor Sponsor shall have any obligation to reimburse or otherwise account to such licensee for any losses incurred thereby (regardless whether by way of an offset in Common Charges, an offset in the Purchase Price, or any other form of recompense). In the event that the Condominium Board elects (in its sole discretion), upon request of one or more licensees of terminated Storage Locker licenses, to relocate some or all of the Storage Lockers (in lieu of terminating such license agreements) to an area of the Building that is outside the Vault Spaces: (i) no guarantee is made as to which, if any, Storage Lockers would be chosen for such relocation, or that such substitute Storage Lockers will be comparable in price or value; (ii) such relocation may result in the loss of other amenity spaces and the costs thereof may be substantial; and (iii) Sponsor shall have no obligation or liability whatsoever to the Condominium (including without limitation the Condominium Board, any Unit Owner, or any Storage Locker licensee) with respect to such loss or costs, including without limitation no obligation to pay or reimburse any portion of such costs.

A Parking Space may be used only for the parking of passenger automobiles and motorcycles. No representation is made as to the type or size of vehicles that can be accommodated in any particular Parking Space.

No Ancillary Amenity may be used for any Prohibited Use. The use of an Ancillary Amenity for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of an Ancillary Amenity shall be borne by such Unit Owner.

Notwithstanding anything to the contrary, Sponsor may, without the consent of either the Condominium Board or the Unit Owners, use any Unsold Ancillary Amenity for any purpose permitted by Law or to change the permitted use of an Unsold Ancillary Amenity, subject to the provisions of the By-Laws. Except for Sponsor and the Condominium Board, an Ancillary Amenity may not be licensed independently of a Unit.

With certain exceptions, as set forth in the By-Laws, any sale or rental of a Unit will be subject to a right by the Condominium Board to acquire or lease such Unit or to produce a third party to acquire or lease such Unit on the same terms as were offered to the owner of such Unit. Sponsor may sell or lease their respective Units, or portions thereof, without any restriction or limitation. (See the section of the Plan entitled "Rights and Obligations of Unit Owners" subsection "Sales and Leases of Units" for details.)

Each Unit Owner has exclusive use, subject to any and all Rules and Regulations implemented by the Condominium Board, of any Limited Common Element appurtenant to such Unit Owner's Unit, as shown on the Floor Plans included in Part II of the Plan, and is responsible for all normal maintenance, repairs and replacements thereto. However, the costs and expenses of any structural or extraordinary repairs

or replacements to any Limited Common Element (including any leaks which are not caused by the negligence of the Unit Owner having access to same) shall be charged to all Unit Owners as a Common Expense. The type, size, weight, location and quantity of plantings and other installations to be placed on Terraces shall be subject to the prior approval of the Condominium Board and shall be in compliance with Law.

There are no limitations on who may purchase Units, except as set forth herein. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, limited liability company, an association, a trust or any other entity which is permitted to take title pursuant to Law. Sponsor reserves the right at any time and from time to time for any reason whatsoever, without the consent of any of the Condominium Board, any Unit Owner or mortgagee, to refuse to approve and execute Purchase Agreements for one or more Units to any Person. Sponsor shall not discriminate against any person because of race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law. No binding obligation will arise for the sale of a Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor has been exchanged and Sponsor has collected the funds constituting the Initial Deposit thereunder (see the section of the Plan entitled "Procedure to Purchase" for details). Sponsor will not accept an offer of purchase from an individual younger than 18 years of age or an incompetent under Law.

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

DEFINITIONS

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

"Additional Deposit" shall mean a deposit in an amount equal to 10% of the Purchase Price required to be delivered by Purchaser before the earlier to occur of (i) 6 months after the date on which a Purchase Agreement is executed by Sponsor and Purchaser, or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective.

"Adverse Effect," or "adverse effect" shall mean any action or proposed change with respect to any Unit Owner(s), that such action or change could, if realized, (i) increase the Common Charges payable over those set forth in the budget in effect at the time in question by 25% or more, (ii) materially and permanently interfere with such Unit Owner's access to the Unit, (iii) materially and permanently obstruct or degrade the view from the windows and/or Terraces of the Unit or (iv) otherwise materially diminish the use and enjoyment of the Unit.

"Ancillary Amenities" shall mean the Storage Lockers and Parking Spaces. All Ancillary Amenities are General Common Elements.

"Ancillary Amenity Areas" shall mean, collectively, all areas in the Building containing Ancillary Amenities. All Ancillary Amenity Areas are General Common Elements.

"Ancillary Amenity Escrow" shall mean that escrow account in which proceeds from the sale of the Ancillary Amenity are held.

"Ancillary Amenity License" shall mean the agreement pursuant to which an Ancillary Amenity is licensed to a Unit Owner.

"Ancillary Amenity Licensee" shall mean any Unit Owner who licenses an Ancillary Amenity at the time in question. All such Unit Owners are collectively referred to as "Ancillary Amenity Licensees."

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

"Building" shall mean the building located at 720 West End Avenue, New York, NY 10025.

"Buildings Department" shall mean the office of the New York City Department of Buildings or any successor agency.

"Bulk Sales" shall mean the transfer of 10 or more Units or 20% of the total number of Units in the Condominium, whichever is less.

"By-Laws" shall mean the by-laws governing the operations of the Condominium, which are set forth as Exhibit D to the Declaration, as the same may be amended from time to time, substantially in the form set forth in Part II of the Plan.

"Closing" or "Closing of Title" shall mean the date, time, place and procedure by which, among other things, fee title to a Unit and its appurtenant Common Interest is conveyed pursuant to a fully-executed Purchase Agreement.

"Closing Date" shall mean the date on which a Closing is scheduled to occur.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with the Schedule B allocations and as provided in the Declaration or in the By-Laws to meet the Common Expenses.

"Common Elements" shall mean the Property, other than the Units themselves, being comprised of the General Common Elements and the Limited Common Elements.

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium.

"Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interest attributable to each Unit is set forth on Exhibit B annexed to the Declaration.

"Condominium" shall mean 720 West End Avenue Condominium which will be established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-Laws.

"Condominium Act" shall mean the New York Condominium Act, as amended from time to time (New York Real Property Law, Article 9-B).

"Condominium Board" shall mean the board of managers of the Condominium which will manage the affairs of the Condominium.

"Condominium Documents" shall mean the Declaration, the By-Laws, the Rules and Regulations and the Tax Lot Drawings.

"Declarant" shall mean 720 WEA Ventures LLC and its successors and assigns, as well as any other Person(s) designated by Sponsor in a writing to the Condominium Board or by amendment to the Plan to retain Declarant's rights under the Condominium Documents.

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

"Department of Law" shall mean Office of the Attorney General of the State of New York, Real Estate Finance Bureau.

"Deposits" shall mean, collectively, all deposits, advances and payments delivered by a Purchaser prior to the Closing of a Unit, including, without limitation, the Initial Deposit and Additional Deposit, but excluding Special Work Funds.

"Development Rights Owner" shall mean Sponsor, its designees, or any Person which acquires all or any portion of the Excess Development Rights from Sponsor (including without limitation, if applicable, any Sponsor Lender pursuant to the loan documents entered into between Sponsor and such Sponsor Lender).

"Escrow Agent" shall mean Starr Associates LLP, whose offices are at 220 East 42nd Street, Suite 3302, New York, New York 10017 and whose telephone number is (212) 620-2680.

"Effective Date" shall mean the date upon which the Plan is declared effective.

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

"Excess Development Rights" shall mean certain rights, as determined by the Zoning Resolution of the City of New York ("Zoning Resolution"), that are available as of the date of the Declaration or may become available thereafter by any means, and are appurtenant to a zoning lot, whereby (a) contiguous tax lots may be merged into a single zoning lot ("Combined Zoning Lot") and the Combined Zoning Lot or a portion thereof may be developed by erecting thereon one or more structures with (i) "floor area" (as such term is defined in the Zoning Resolution); (ii) any bulk and density development rights permitted under the Zoning Resolution, (iii) any so-called bonus redevelopment rights hereafter appurtenant to the Property; or (b) excess "floor area" not utilized by the Building as of the date of the Declaration may be utilized on the zoning lot or transferred to other zoning lots as permitted by the Zoning Resolution.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of one or more of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, intercom equipment, playground equipment, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drainage systems, sewers and/or storm pipes, drywalls, or detention tanks, drains, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, sheetrock, interior walls, draperies, shades, window coverings, wallpaper, wallcoverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes, sockets, davits and rigs for window cleaning.

"Family Members" shall mean the spouse, domestic partner, children, stepchildren, grandchildren, siblings, stepsiblings, aunts, uncles, nieces, nephews, parents, stepparents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner's Unit.

"Filing Date" shall mean the date a letter is issued by the Department of Law accepting the Plan or an amendment to the Plan, as the case may be, for filing.

"First Annual Meeting" shall mean the first annual meeting of the Unit Owners.

"First Closing" shall mean the Closing of Title with respect to the first Unit to be conveyed to a Purchaser pursuant to the terms of the Plan.

"First Year of Condominium Operation" shall mean the first 12 months of operation of the Condominium beginning on the date of First Closing, which may be a calendar or fiscal year.

"First Year's Budget" shall mean the section of the Plan entitled "Schedule B - Budget for First Year of Condominium Operation." The First Year's Budget is sometimes referred to as "Schedule B."

"Floor Plans" shall mean the floor plans depicting the proposed layouts of the Units and the Ancillary Amenities that appear in Part II of the Plan.

"Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure

or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor; however, for purposes of this definition, Sponsor's lack of funds or inability to obtain financing are expressly excluded from the meaning of "any causes not within the control of Sponsor."

"GBL" shall mean §352-e of the New York State General Business Law, as amended from time to time.

"General Common Elements" shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration and the Tax Lot Drawings except with respect to the Ancillary Amenities, which are General Common Elements but are available only for use by the licensee of the particular Ancillary Amenity.

"Handicap Parking Space" shall mean that certain parking space designated as the accessible parking space in the Tax Lot Drawings.

"Handicapped" shall mean to describe any person who was duly issued permanent disability license plates and lawfully uses the same.

"Initial Closing Notice" shall mean that certain written notice designating the time and place of the Closing of Title to a Unit, which is given to Purchaser at least 30 days in advance of such Closing.

"Initial Deposit" shall mean a deposit in an amount equal to 10% of the Purchase Price required to be delivered by Purchaser at the time Purchaser signs and delivers the Purchase Agreement.

"Inspection Statement" shall mean that certain document substantially in the form annexed to the form of Purchase Agreement as Schedule "B," set forth in Part II of the Plan.

"Institutional Lender" shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust or a group of lenders, including mezzanine lenders, which shall include one of the foregoing, or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system, or (iii) Sponsor, (iv) principal or other affiliates of Sponsor, or (v) with respect to only loans secured by the Resident Manager's Unit and/or any Unsold Units and/or any other Unit owned by Sponsor or its principal or other affiliates, (a) without in any way limiting the scope of the foregoing and for the sake of clarity, any real estate mortgage investment conduit within the meaning of § 860D of the Internal Revenue Code, (b) any entity not included among any of the foregoing entities that is regularly engaged in the business of making, owning or servicing mortgage loans, including, without limitation, a so-called "conduit lender," or (c) any group of lenders which shall include one or more of the foregoing, or (d) a wholly-owned subsidiary of any of the foregoing entities.

"Institutional Mortgage" shall mean any Permitted Mortgage where the initial holder is either Sponsor or an Institutional Lender.

"Insurance Trustee" shall mean (a) the Sponsor Lender, if any, holding a first priority Permitted Mortgage on Unsold Units or, (b) if there is no such Sponsor Lender or such Sponsor-Lender declines to act as Insurance Trustee (with the understanding that any failure by Sponsor Lender to respond within thirty (30) days shall be deemed to be a declination), then a bank or trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of $500,000,000 or more, from time to time appointed to serve as such by the Condominium Board.

"Land" shall mean the land located in the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York as Block 1243, Lot 1 and more particularly described in Exhibit A to the Declaration.

"Law" shall mean any of the following which are applicable at the time in question: laws, ordinances and codes of any or all of the Federal, New York State, New York City, County and Borough governments, including, without limitation, the Buildings Department, the Landmarks Preservation Commission, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public or quasi-public authorities having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to Law.

"Limited Common Elements" shall mean those portions of the Property (other than the Units and the General Common Elements), existing for the use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners, as more particularly described in the Declaration and the Tax Lot Drawings.

"Majority of Unit Owners" shall mean (i) Unit Owners representing more than fifty percent (50%) in aggregate Common Interest appurtenant to all Units or (ii) Unit Owners representing more than fifty percent (50%) in aggregate Common Interest of only those Unit Owners who are present, in person or by proxy, and voting at a duly constituted meeting of Unit Owners at which a quorum is present.

"Managing Agent" shall mean the management company or manager named in the Plan or any successor managing agent at the time in question.

"Member" shall mean any member of the Condominium Board, either elected or designated thereto in accordance with the terms of the By-Laws. All such members are collectively referred to as "Members."

"Mortgage Representative" shall mean not more than three (3) representatives designated by the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or the By-Laws.

"Parking Space" shall mean any parking space located in the Parking Space Area. Each Parking Space is a General Common Element. Any reference in the Plan to "owning" any Parking Space means that the Unit Owner has entered into a license for such Parking Space.

"Parking Space Area" shall mean the parking area located on the 2nd floor of the Building containing the Parking Spaces. The Parking Space Area is a General Common Element.

"PCO" shall mean the permanent certificate of occupancy for the Building issued by the Buildings Department.

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described on Schedule A annexed to the form of Purchase Agreement.

"Permitted Mortgage" shall mean (i) a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-Laws and (ii) the pledge of direct or indirect equity in Sponsor placed by Sponsor's mezzanine lender. Where Sponsor has procured two or more loans from Project Lender, such loans shall be collectively treated as a "first mortgage" upon the Unsold Units for the purposes of the Declaration and By-laws and shall collectively constitute a "Permitted Mortgage."

"Permitted Mortgagee" shall mean any holder or guarantor of a Permitted Mortgage at the time in question. Wherever the consent of a Permitted Mortgagee is required, "Permitted Mortgagee" shall be

deemed to include any Sponsor Lender to the extent that the lien or pledge of such Sponsor Loan has not yet been released.

"Permitted User" shall mean any officer, director, member, stockholder, principal, partner, employee, agent (including managing, sales and leasing agent), guest, tenant, occupant, customer, invitee, licensee, contractor, subcontractor, consultant, Permitted Mortgagee or any other Person related, affiliated or designated by Sponsor, the Condominium Board or a Unit Owner who has permission to use a Unit and/or a portion of the Common Elements, subject to the terms of the Condominium Documents, whether written or oral, granted by: (i) a Unit Owner in the case of such Unit Owner's Unit and its appurtenant Common Elements; or (ii) the Condominium Board; or (iii) the Condominium Documents; or (iv) Sponsor.

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

"Plan" shall mean that certain Condominium Offering Plan relating to the Property, as accepted for filing by the Department of Law pursuant to the GBL and any and all amendments thereto.

"Plans and Specifications" shall mean the plans and specifications for Sponsor's construction work at the Building which (to the extent required by Law) have been or will be filed with the Buildings Department and which may from time to time be amended in accordance with the provisions of the Plan.

"Presentation Date" shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered or the fifth day after mailing to Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing with the Department of Law.

"Prohibited Use" shall mean one or more of any of the following uses: (a) for storing any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt, or other sanitary problems or create a nuisance, or (b) for sleeping or other occupancy uses.

"Project Lender" shall mean Cain International Agent Limited, having an address at 767 Fifth Avenue, 17th Floor, New York, New York 10153, together with its respective successors and assigns, or (if Cain International Agent Limited is not applicable), then any other Person, together with its respective successors and assigns, from whom Sponsor has procured, or will have procured, an agreement for financing the project.

"Project Loan" shall mean, collectively, one or more loan agreements that Sponsor has procured, or will have procured, from Project Lender for financing the construction in the Building.

"Property" shall mean the Land, the Building (and any structures attached thereto), the Units, all the improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

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

"Purchaser" shall mean any Person named as a Purchaser in a Purchase Agreement which has been duly executed by such Person and accepted by Sponsor.

"Qualifying Handicapped Person" means either a Unit Owner who is Handicapped or a Unit Owner who represents that a Handicapped person resides in their Unit.

"Register's Office" shall mean the Office of the Register of the City of New York, County of New York.

"Resident Manager" shall mean the manager for the Building who resides on the Property.

"Resident Manager's Unit" shall mean the Unit designated by Sponsor and/or the Condominium Board as the residence for the Resident Manager.

"Rules and Regulations" shall mean the Rules and Regulations of the Condominium promulgated in accordance with the By-Laws, as any of such Rules and Regulations may be amended, added to, or deleted from time to time pursuant to the terms of the By-Laws.

"Sales Office" shall mean the sales office for Sponsor or Selling Agent, at a location to be designated by either Sponsor or Selling Agent from time to time.

"Schedule A" shall mean the section of the Plan entitled "Schedule A - Purchase Prices and Related Information."

"Schedule B" shall mean the section of the Plan entitled "Schedule B - Budget for First Year of Condominium Operation." Schedule B is sometimes referred to as the "First Year's Budget."

"Schedule B-1" shall mean the section of the Plan entitled "Schedule B-1 for Individual Energy Costs."

"Selling Agent" shall mean the selling agent named in the Plan or any successor Selling Agent at the time in question.

"Special Assessment" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-Laws), in accordance with the By-Laws of the Condominium.

"Special Work Funds" shall mean all amounts expended by, or reimbursable to, Sponsor for special work requested by Purchaser and agreed to in writing by Sponsor.

"Sponsor" shall mean 720 WEA Ventures LLC and its successors and assigns, as well as any other Person(s) designated by Sponsor in a writing to the Condominium Board or by amendment to the Plan to retain Sponsor's rights under the Plan and the Condominium Documents.

"Sponsor Closing Fees" shall mean the closing fees payable to Starr Associates LLP set forth in the section of the Plan entitled "Closing Costs and Adjustments."

"Sponsor Control Period" shall mean the period ending on the earlier to occur of (i) the fifth anniversary of the First Closing, (ii) the Closing of Title to all Units offered for sale pursuant to the Plan, or (iii) the date on which Sponsor otherwise exercises its right to relinquish control of the Condominium Board.

"Sponsor Lender" shall mean any holder of any Sponsor Loan at the time in question.

"Sponsor Loan" shall mean (to the extent entered into between Sponsor and any lender) the Construction Loan, any mezzanine finance loan(s), and/or any or preferred equity loan(s). All such loans are collectively referred to as the "Sponsor Loans."

"Storage Locker" shall mean any storage locker located in the Storage Locker Areas and shall include the structural framework and materials out of which the storage locker is constructed. Each Storage Locker is a General Common Element. Any reference in the Plan to "owning a Storage Locker" means that the Unit Owner has entered into a license for the Storage Locker.

"Storage Locker Area" shall mean either, as applicable, (i) the area located in the cellar of the Building containing the Storage Lockers and (ii) the area located in the subcellar of the Building containing the Storage Lockers. Both such Storage Locker Areas are referred to, collectively, as "Storage Locker Areas." The Storage Locker Areas are General Common Elements.

"Tax Lot Drawings" shall mean the floor plans of the Units certified by a professional engineer or licensed architect and filed in the Register's Office simultaneously with the recording of the Declaration, as the same may be supplemented and/or amended from time to time.

"TCO" shall mean a temporary certificate of occupancy for the Building or a portion thereof (as applicable) issued by the Buildings Department.

"Terrace" shall mean any terrace, balcony or garden which is appurtenant to a Unit as a Limited Common Element and shall include any pavers, decking and drains, hose bibs, electrical outlets, enclosures, and dividers installed thereon. All such terraces, balconies or gardens are collectively referred to as the "Terraces."

"Title Company" shall mean AmTrust Financial, having an office at 220 East 42nd Street, 24th Floor, New York, NY 10017 (telephone: (646) 458-3348), or any successor Title Company at the time in question.

"Unit" shall mean any of the Units designated as a Unit in the Declaration together with its Common Interest. All such Units are collectively referred to as the "Units."

"Unit Owner" shall mean any Person (including Sponsor, if Sponsor owns any Unit) who holds fee title, of record, to one or more Units at the time in question. All such Unit Owners are collectively referred to as the "Unit Owners."

"Unit Owner Property" shall mean all appliances, equipment, flooring, fixtures, improvements, betterments, furniture, furnishings, decorations, belongings, and other personal property of any kind contained in a Unit (as "Unit" is defined in Article 6 of the Declaration), in any Limited Common Elements appurtenant thereto, and/or in any Ancillary Amenity.

"Unsold Ancillary Amenity" shall mean an Ancillary Amenity owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of Sponsor at the time in question. All such Unsold Ancillary Amenities are collectively referred to as the "Unsold Ancillary Amenities."

"Unsold Unit" shall mean a Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of Sponsor at the time in question. All such Unsold Units are collectively referred to as the "Unsold Units."

"Vault Mechanical Areas" shall mean (subject to Sponsor's rights set forth in the Plan to make changes) the Water Meter Room, the Gas Meter Room, the Detention Tank, and a certain corridor, all of which are located in the cellar and subcellar.

"Zoning Resolution" shall mean the Zoning Resolution of the City of New York, as amended from time to time, or replacement rule, regulation or resolution pertaining to development of a zoning lot.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The following is a general description of the Property as well as certain facilities and services to be provided at the Condominium. For a more detailed description of the Property, see the "Description of Property and Improvements" contained in Part II of the Plan.

Location

The Property is located at 720 West End Avenue in the Borough of Manhattan, City and State of New York.

Improvements - General Description of Property

The Condominium will consist of Units (including 1 Resident Manager's Unit), Storage Lockers and Parking Spaces located within a structure comprising seventeen (17) above-grade stories (including a penthouse level), two (2) below-grade level(s), one (1) roof level, and one (1) bulkhead level.

The Building shall be comprised of (i) an original structure of 16 above-grade floors built in 1927 ("Original Structure"), (ii) a new addition of 9 above-grade floors on the eastern side of the Original Structure ("Annex") that will connect to and be fully integrated in the Building, and (iii) a new penthouse level (inclusive of roof terraces and bulkheads above) located on top of the Original Structure ("PH17/Bulkhead Levels"). The Annex and the PH17/Bulkhead Levels shall be entirely new construction. With respect to the Original Structure, existing egress stairs A and B (including associated railings), the stair core, floor slabs, steel structure, and facades thereof shall remain, and otherwise all other building components (including without limitation equipment, walls, features, finishes, fixtures, windows, etc.) shall be new construction. The Original Structure was formerly used as a Salvation Army senior citizen community, and the Annex was formerly a parking area.

The Building and the Units will be constructed in accordance with applicable zoning and building laws, and other requirements, including without limitation the Building Code of the City of New York and the Americans with Disabilities Act.

The new construction portions of the Building will comply with the requirements of the Quality Housing Program to the extent required under Chapter 8 of the Zoning Resolution. Sponsor shall remain solely entitled to any credits as a result of the Building's compliance therewith.

The Building shall follow a marketing floor numbering system that will, among other things, omit the 13th floor designation. All floors referenced herein (including in the sections "Description of Property and Improvements" and "Floor Plans" set forth in Part II of the Plan) shall mean the marketing designation unless expressly provided otherwise.

There will also be various amenities for the benefit of the Unit Owners, including those amenities described in this section under the subsection entitled "Services and Facilities."

It is currently contemplated that certain "life safety" elements of the Building will be serviced by an emergency generator, including for example the egress lighting, fire alarm control panel, ARCS, all four (4) elevators (noting however that only one (1) elevator can be operational at a time when relying on emergency power, as may be selected by Managing Agent), fire alarms, etc. All other components and services of the Building will not be serviced by the emergency generator, including for example refrigerators, lighting, and air conditioning in Units, Ancillary Amenity Areas, etc. It should be noted that, if the Managing Agent chooses one of the passenger elevators to be operational when relying on emergency power, then the vehicle lift will not be operational in which case no vehicles would be able to enter or exit the Parking Space Area. Notwithstanding anything to the contrary, the Condominium Board, Sponsor, and their respective Permitted

Users shall not be liable for any loss or damage caused by power outages, temperature fluctuations or other such causes in or around any portions or elements of the Building, including without limitation in Units, in Storage Lockers, and otherwise in any Ancillary Amenity Area(s), unless arising from gross negligence, bad faith, or willful misconduct on the part of the Condominium Board, Sponsor, and their respective Permitted Users. Any loss or damage in any Unit and/or Ancillary Amenity as a result thereof will be at the sole cost of the Unit Owner and/or Ancillary Amenity Licensee, as applicable.

Purchasers should refer to the Description of Property and Improvements contained in Part II of the Plan for more details.

Units

There will be 131 Units located on Floors 2 through 15 and on Floors PH16 and PH17, the square footages of which are set forth on Schedule A.

Purchasers are urged to consult the Floor Plans and Description of Property and Improvements contained in Part II of the Plan for details regarding the Units.

The Description of Property and Improvements set forth in Part II of the Plan provides that Units 2C, 3C, 4C, 5C, 6C, 7C, 4J, 5J, 6J, 7J, 8J, 9J, 10J, 8G, 9G, 10G, 11G, 14G, 15G, 4L, 5L, 6L, 7L, 3F, 4F, 5F, 6F, 7F, 8D, 9D, 10D, 3K, PH16B, and PH16E (each, a "Subject Unit") shall each contain a stacked washing machine and dryer that do not qualify for ADA compliance ("Stacked Washer/Dryer"). Reference should be made to the "Description of Property and Improvements" set forth in Part II of the Plan for more information regarding the washer/dyer contemplated to be delivered in the Units. In compliance with Law, Sponsor hereby offers to a Purchaser of a Subject Unit who has a legally recognized disability (each, a "Qualifying Purchaser"), at the Qualifying Purchaser's option, to substitute the Stacked Washer/Dryer for a ADA-compliant combination washing machine and dryer of make/model LG – WM3555HWA ("ADA Washer/Dryer") at Sponsor's sole cost and expense (collectively, "Substitution"), provided however that the Qualifying Purchaser provides notice to Sponsor of the Qualifying Purchaser's disability and their request for the Substitution not less than ten (10) days prior to the Closing Date, TIME BEING OF THE ESSENCE. In the event that the Qualifying Purchaser duly gives notice in accordance herewith, Sponsor shall exercise good faith efforts to perform the Substitution prior to Closing, subject however to long lead orders, Force Majeure, delays relating to contractors, deliveries, and suppliers, and any other causes over which Sponsor has no control (in which event any such unfinished aspect(s) of the Substitution shall constitute punchlist work listed on the Inspection Statement). The provisions of this section are subject to Sponsor's rights to make changes to the extent provided for in the Plan, including without limitation to substitute the ADA Washer/Dryer for one of Equal or Better Quality.

The Description of Property and Improvements set forth in Part II of the Plan provides that Units 2C, 3C, 4C, 5C, 6C, 7C, 4J, 5J, 6J, 7J, 8J, 9J, 10J, 8G, 9G, 10G, 11G, 14G, 15G, 4L, 5L, 6L, 7L, 3F, 4F, 5F, 6F, 7F, 8D, 9D, 10D, 3K, PH16B, and PH16E (each, a "Subject Unit") shall each contain a stacked washing machine and dryer that do not qualify for ADA compliance ("Stacked Washer/Dryer"). Reference should be made to the "Description of Property and Improvements" set forth in Part II of the Plan for more information regarding the washer/dyer contemplated to be delivered in the Units. In compliance with Law, Sponsor hereby offers to a Purchaser of a Subject Unit who has a legally recognized disability (each, a "Qualifying Purchaser"), at the Qualifying Purchaser's option, to substitute the Stacked Washer/Dryer for a ADA-compliant combination washing machine and dryer of make/model LG – WM3555HWA ("ADA Washer/Dryer") at Sponsor's sole cost and expense (collectively, "Substitution"), provided however that the Qualifying Purchaser provides notice to Sponsor of the Qualifying Purchaser's disability and their request for the Substitution not less than ten (10) days prior to the Closing Date, TIME BEING OF THE ESSENCE. In the event that the Qualifying Purchaser duly gives notice in accordance herewith, Sponsor shall exercise good faith efforts to perform the Substitution prior to Closing, subject however to long lead orders, Force Majeure, delays relating to contractors, deliveries, and suppliers, and any other causes over which Sponsor has no

control (in which event any such unfinished aspect(s) of the Substitution shall constitute punchlist work listed on the Inspection Statement). The provisions of this section are subject to Sponsor's rights to make changes to the extent provided for in the Plan, including without limitation to substitute the ADA Washer/Dryer for one of Equal or Better Quality

Storage Lockers

There will be 95 Storage Lockers in the Building. The approximate square footages and Purchase Prices of the Storage Lockers are set forth on Schedule A.

A Storage Locker may be used only for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item be stored therein. Purchasers are advised that field conditions may require that certain Storage Lockers contain structural components or mechanical equipment, including without limitation pipes, ducts, ductwork, conduits, shafts, shaftways, columns, beams, chases, and chaseways. In connection therewith: (i) Purchasers will not be entitled to any credit, offset, or reduction in the Purchase Price of the Unit or otherwise be relieved from any obligation under the Purchase Agreement, (ii) the Condominium Board, the building staff, and their respective Permitted Users may require routine access to the Storage Locker for the purpose of performing inspections, maintenance, and repairs, and (iii) the dimensions of the Storage Lockers set forth on the Floor Plans would not account for such components or equipment. For approximate Storage Locker square footages exclusive of structural components, reference should be made to the square footages of the Storage Lockers on the Schedule A.

Purchasers are advised that the entirety of twenty-nine (29) Storage Lockers and portions of twelve (12) Storage Lockers (collectively, "Vault Storage Lockers") shall be located in the GCE Vault Spaces owned by the City of New York (as such term is defined in the Special Risk entitled "Vault Space"), while all remaining Storage Lockers are located within the Property owned by the Condominium ("Non-Vault Storage Lockers"). Reference should be made to the special risk entitled "Vault Spaces" for more information regarding the Vault Spaces, including without limitation the possibility that the City of New York may reclaim the GCE Vault Spaces. Purchasers are advised that the License Agreements for the Storage Lockers includes provisions that provide that, in the event the City of New York reclaims one or more of the GCE Vault Spaces, (i) to the extent that any Vault Storage Lockers are located within the GCE Vault Spaces that are reclaimed by the City of New York, such license agreements shall be immediately terminated, and (ii) to the extent that any Vault Mechanical Areas are reclaimed by the City of New York, the Condominium Board shall have the unconditional right, in its sole discretion, to terminate any and all of the license agreements for all Storage Lockers (including without limitation the Non-Vault Storage Lockers) for the sole purpose of relocating the mechanical equipment formerly located in the reclaimed Vault Mechanical Areas. In the event that either or both of the foregoing events "(i)" and "(ii)" take place, the licensee(s) of the terminated license agreement(s) shall no longer have any further rights to their respective Storage Locker(s) and neither the Condominium Board nor Sponsor shall have any obligation to reimburse or otherwise account to such licensee for any losses incurred thereby (regardless whether by way of an offset in Common Charges, an offset in the Purchase Price, or any other form of recompense). In the event that the Condominium Board elects (in its sole discretion), upon request of one or more licensees of terminated Storage Locker licenses, to relocate some or all of the Storage Lockers (in lieu of terminating such license agreements) to an area of the Building that is outside the Vault Spaces: (i) no guarantee is made as to which, if any, Storage Lockers would be chosen for such relocation, or that such substitute Storage Lockers will be comparable in price or value; (ii) such relocation may result in the loss of other amenity spaces and the costs thereof may be substantial; and (iii) Sponsor shall have no obligation or liability whatsoever to the Condominium (including without limitation the Condominium Board, any Unit Owner, or any Storage Locker licensee) with respect to such loss or costs, including without limitation no obligation to pay or reimburse any portion of such costs.

Parking Spaces

There shall be fifteen (15) Parking Spaces (including one Handicap Parking Space) located in the Parking Space Area. The Parking Space Area shall be located on the ground floor of the Building, and shall comprise a single-level parking area with pavement striping to distinguish between the Parking Spaces. The Parking Space Area shall be a General Common Element, and each Parking Space shall be licensed to Unit Owners for the exclusive use of such licensee. Although the Parking Space Area is located on the ground floor, it shall be only accessible from the second floor via a vehicle elevator located on West 95th Street. Residents will be able to access the Parking Space Area by utilizing a remote control to open the external entrance to the vehicle elevator on the second floor, which will activate the vehicular elevator and prompt an "in use" light signal. The same procedure applies when residents are exiting the Parking Space Area by opening the internal entrance to the vehicle elevator on the ground floor. Sponsor reserves the right to substitute the remote control and other operational features of the vehicle elevator for a different mechanism that provides equal or better service. For all locations in the Parking Space Area, the Parking Spaces, and the vehicle elevator: (i) the maximum vehicle height will be 6'-6"; (ii) the maximum vehicle length will be 17'-0"; and (iii) the maximum vehicle width will be 6'-4".

Parking Spaces will be located in the Parking Space Area on the ground floor of the Building, shown on the Floor Plans set forth in Part II of the Plan. The approximate square footages and Purchase Prices of the Parking Spaces are set forth on Schedule A. A Parking Space License shall not be attributable to any particular Parking Space, but rather the purchase of a Parking Space License will entitle such Purchaser the right to use the Parking Space Area for the parking of one vehicle for each Parking Space License purchased.

Licensees shall pay their pro-rata shares of the projected costs incurred by the Condominium attributable to operation of the Parking Space Area, including without limitation labor, electricity, insurance, cleaning, maintenance, service contracts, and/or other associated costs, to the extent applicable ("Parking Space License Fees"). The Parking Space License Fees shall be payable in addition to the Common Charges. Purchasers are advised that Parking Space License Fees shall be collected in the same manner as Common Charges, and any failure by Purchaser to pay their share of the Parking Space License Fees will be treated by the Condominium Board in the same manner as failure to pay Common Charges.

Each Parking Space will be provided with an electrified point that will be compatible with wall mounted charging stations "Leviton Evr-Green 320 Level 2"; however, the charging stations themselves will not be installed nor supplied by Sponsor but rather any Parking Space Licensee who desires to use an electrical charging station will be obliged to purchase and install their own charging station equipment at their sole cost and expense (subject to any policies in effect by Managing Agent or the Condominium Board). Each electrified point shall be individually submetered, and therefore the costs of any electricity associated with each Parking Space's charging station shall be payable by the respective Parking Space Licensee in addition to the Parking Space's monthly license fees and shall, together with the monthly license fees, constitute "additional Common Charges" under the terms of the Condominium Documents. Sponsor makes no representations or guarantees (i) with respect to the availability or pricing of a compatible charging station at any time or (ii) that any manufacturer's warranties or any other warranties will accompany the compatible charging stations at the time of purchase or will otherwise be available at any time.

A Parking Space may be used only for the parking of passenger automobiles and motorcycles. No representation is made as to the type or size of vehicles that can be accommodated in any particular Parking Space.

At, or subsequent to the First Closing, Sponsor shall sell the Handicap Parking Space to the Condominium pursuant to a licensing arrangement. The Purchase Price of the Handicap Parking Space is $500,000. At the Closing of each Unit, each Purchaser will be required to pay on behalf of the Condominium Board, Purchaser's share of the cost of the Handicap Parking Space, plus closing costs, based on the Common Interest of the Unit acquired. The amount of each Purchaser's share of this closing cost is set forth in the Section of the Plan entitled "Schedule A – Purchase Prices and Related Information." As reflected on

the Schedule A, the total amount to be collected from Purchasers towards the cost of the Handicap Parking Space in accordance herewith shall cover the Purchase Price for the Handicap Parking Space in its entirety, and in no event shall Sponsor request or cause the Condominium Board to fund any portion of the Purchase Price of the Handicap Parking Space except as set forth herein. There is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Handicap Parking Space be included in the total consideration deemed to have been paid by Purchaser at Closing, in which case additional transfer taxes may be payable by Purchaser. The Handicap Parking Space may be rented by the Condominium Board on a month to month basis to any resident of the Building. However, any such lease may be terminated on not less than thirty (30) days' notice if a Qualifying Handicapped Person wishes to rent the Handicap Parking Space.

Ancillary Amenities, Generally

No Ancillary Amenity may be used for any Prohibited Use. The use of an Ancillary Amenity for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of an Ancillary Amenity shall be borne by such Unit Owner.

Notwithstanding anything to the contrary, Sponsor may, without the consent of either the Condominium Board or the Unit Owners, use any Unsold Ancillary Amenity for any purpose permitted by Law or to change the permitted use of an Unsold Ancillary Amenity, subject to the provisions of the By-Laws.

Although the Ancillary Amenity Areas are General Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Ancillary Amenities located therein pursuant to a licensing arrangement and retain all proceeds of such sale. The Condominium will not be entitled to any of the proceeds from the sale of the Ancillary Amenities. An Ancillary Amenity may only be licensed or sublicensed to another Unit Owner or a Purchaser who is simultaneously purchasing a Unit and in no event shall be transferred independently of the ownership of a Unit (with the exception of the Handicap Parking Space, which shall be owned by the Condominium as set forth in more detail herein).

Based upon market conditions, until such time as Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity, Sponsor reserves the right to withdraw the offering of any particular Ancillary Amenity category and/or to reduce the number of Ancillary Amenities offered within any such category. After such time that Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity in any particular Ancillary Amenity category, Sponsor may withdraw or reduce the offering of any Ancillary Amenities in such category but only to the extent that such withdrawal or reduction does not affect any Ancillary Amenities already under contract. If, subject to the foregoing limitations, Sponsor elects to withdraw or reduce the offering of any Ancillary Amenities, then such withdrawal or reduction shall be disclosed by Sponsor in an amendment to the Plan, and Sponsor shall have the right to utilize such Ancillary Amenity Areas for any use as determined by Sponsor in its sole discretion. Furthermore, in the event of such withdrawal or reduction, with respect only to Purchasers (i) who have not entered into Purchase Agreements for Ancillary Amenities and (ii) who have entered into Purchase Agreements for Ancillary Amenities unaffected by the withdrawal or reduction, such Purchasers shall not be relieved of any of their obligations under their respective Purchase Agreements as a result of such withdrawal or reduction, including, without limitation, the obligation to purchase the Unit.

An Ancillary Amenity License shall automatically terminate at such time as the Licensee no longer owns a Unit, unless the Ancillary Amenity License is assigned to and assumed by another Unit Owner in accordance with the terms of the Ancillary Amenity License and the Condominium Documents. A Licensee may also voluntarily surrender an Ancillary Amenity License to the Condominium Board. Storage Locker Licensees shall be responsible for any and all Storage Locker License fees associated with their respective Storage Locker in addition to Common Charges. The Condominium Board may elect to terminate an

Ancillary Amenity License in the event that the Licensee defaults in its obligations under the Ancillary Amenity License beyond any applicable cure periods or as otherwise provided for in the Ancillary Amenity License. Upon the surrender or termination (for any reason whatsoever) of an Ancillary Amenity License, the Condominium Board shall have the right in its sole discretion to issue a new Ancillary Amenity License for the Ancillary Amenity to another Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate the former Licensee therefor.

Purchasers should not purchase a Unit in reliance on the use or availability of any Ancillary Amenity and Sponsor does not make any representation of the availability of any particular Ancillary Amenity.

Resident Manager's Unit

At or subsequent to the First Closing, Sponsor shall sell Unit 2F to the Condominium to be used by the Resident Manager and designated as the Resident Manager's Unit. The Purchase Price of the Resident Manager's Unit is $2,384,671. At the Closing of each Unit, each Purchaser will be required to pay on behalf of the Condominium Board, Purchaser's share of the cost of the Resident Manager's Unit, plus all closing costs incurred in connection with the purchase of the Resident Manager's Unit, including, without limitation, recording fees, title insurance, legal fees, transfer taxes and other transaction fees (estimated to be approximately $84,671 determined in accordance with the Common Interest of the Unit acquired, in proportion to the Common Interest of all Units (other than the Resident Manager's Unit) (each, an "RMU Allocation"). The foregoing estimate of closing costs is subject to change based on factors including without limitation rates and other policies issued by the New York State Department of Finance and required by the Condominium's title company, with the understanding that, in the event that the final amount of closing costs exceeds the foregoing estimate, Sponsor shall not have any liability for such excess. The amount of each Unit's RMU Allocation is set forth in the section of the Plan entitled "Schedule A – Purchase Prices and Related Information." Each payment of this RMU Allocation shall be made payable to Escrow Agent who shall hold such payment in escrow for the benefit of Sponsor in an interest-bearing escrow account. Escrow Agent shall release the escrowed funds (together with all interest earned thereon) to Sponsor and the deed to the Condominium Board (collectively, "RMU Closing") upon: (i) the Closing of Title to all Units; and (ii) the discharge by Sponsor of all then-existing mortgage(s) encumbering the Resident Manager's Unit ("Resident Manager's Unit Release Date"). Notwithstanding the foregoing, Sponsor reserves the right, in its sole discretion, to hold the RMU Closing prior to the Closing of Title to all Units, in which case Sponsor shall thereafter continue to receive each RMU Allocation directly from each Purchaser at the Closing. There is no representation that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Resident Manager's Unit be included in the total consideration deemed to have been paid by Purchaser at Closing, in which case additional transfer taxes may be payable by Purchaser.

Sponsor shall rent the Resident Manager's Unit or another Unsold Unit to the Condominium for housing the Resident Manager until the RMU Closing, in which event the Condominium shall pay to Sponsor rent, from the date of the First Closing until the RMU Closing, in an amount equal to the sum of the following: (a) real estate taxes assessed against the Unit occupied by the Resident Manager, and (b) any and all other costs associated with maintenance of the Unit occupied by the Resident Manager as described in Schedule B. Such rental payments will not be credited against the Purchase Price. As of the date of the RMU Closing, all costs and expenses, including utilities, parking fees, real estate taxes, cost of repairs, alterations, and improvements attributable to the Resident Manager's Unit will be payable by the Condominium Board and included in the Common Charges payable by Unit Owners, and each Unit Owner will be individually liable therefore to the extent of the Unit's General Common Interest.

Sponsor reserves the right, in its sole discretion, to choose a different Unit other than Unit 2F to sell to the Condominium as the Resident Manager's Unit, provided, however, that such sale shall only be made pursuant to an amendment to the Plan and shall not result in an increase of each Purchaser's share of the cost of the Resident Manager's Unit by 25% or more.

Sponsor makes no representation that there will be a Resident Manager residing in the Building at the time of any Closing, other than that Sponsor will comply with Law, including the Administrative Code of the City of New York, § 27-2052 et seq.

See the section of the Plan entitled "Schedule B - Budget for First Year of Condominium Operation" for details regarding the costs of housing the Resident Manager.

Construction Data for Units and Common Elements

Sponsor has engaged BP Architects, PC, as architect of record, Thomas Juul-Hansen, LLC, as design architect, Desimone Consulting Engineers, DPC, as structural engineer and MG Engineering, DPC, as mechanical engineer. The Plans and Specifications have been prepared by such architects and engineers. (See the section of the Plan entitled "Identity of Parties" for details.)

Sponsor's construction work at the Building will be completed in accordance with the Plans and Specifications (subject to field conditions and construction variances and tolerances) and applicable Law. 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 in the "Description of Property and Improvements," items of Equal or Better Quality, subject however to all of the terms and conditions set forth in the section of the Plan entitled "Changes and Prices and Unit." Purchaser are advised to make reference to that section of the Plan for more details relating thereto.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, Sponsor's construction work at the Building will be sufficiently completed to permit the First Closing to take place on or about November 1, 2024. Sponsor has the right to change the projected date of the First Closing from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the projected date set forth in Schedule B in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Even if the First Closing occurs within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor is not obligated under the regulations promulgated by the Attorney General to schedule any subsequent closing within any specified time frame. Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the projected date of the First Closing, and Units on lower floors might close later than Units on higher floors. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing or any Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. Nothing contained in this section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any liability, suit, claim, cause of action, or demand under any legal theory. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS WHEN DETERMINING WHETHER TO PURCHASE A UNIT.

In the event the actual or projected date of the First Closing is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated common charge projections. If the total common charge projections in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon (provided, however, that after the Plan has been declared effective and the

amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

As set forth in the Purchase Agreement, Sponsor has the right to adjourn the Closing Date from time to time and Purchasers should be aware that if the Closing Date is adjourned, Sponsor shall have no liability for any losses incurred by Purchaser as a result of such adjournment, including without limitation any costs associated with Purchaser's financing arrangements, travel or lodging expenses, fees associated with transfers of funds, legal fees, and lost interest on liquidated assets.

Services and Facilities

The services and facilities described below will be provided to the residents of the Building and are included in the Common Charges, unless otherwise specified below.

(a) Lobby

There will be a residential lobby and a guest waiting area located on the first floor of the Building for the use and enjoyment of the residents of the Building.

(b) Lobby Attendants

A lobby attendant will be stationed in the lobby 24 hours a day, 7 days a week.

(c) Building Staff

The staff of the Condominium will be supervised by the Resident Manager. Purchasers should refer to the Footnotes to Schedule B for a complete description of the Building staff. A super's office/shop, employees breakroom, and employee locker room shall be located on the subcellar level for the use of the building staff.

(d) Elevator Service

Purchasers should refer to the Description of Property and Improvements set forth in Part II for details concerning the elevators.

(e) Telecommunications

The Building will be pre-wired for telephone, cable television and internet services to the Units. Residents will be able to subscribe for telephone, television and internet services. Charges for activating cable television, installing and attaching appropriate receptacles, additional installations and monthly usage charges will be determined by and payable directly to the cable company by each resident subscribing for and activating such service. Sponsor reserves the right to enter into an agreement with a service provider to provide a building wide internet access package, the monthly cost of which will be paid by the Condominium Board and billed to each Unit Owner as a Common Expense.

(f) Mail

All incoming mail will be delivered to the Building and will either, as determined by the Condominium Board, be delivered to the individual Units by building staff or placed by the United States Postal Service in mail boxes located in the lobby of the Building.

(g) Laundry Facilities

Each Unit will contain a washing machine and dryer. There will be a common laundry room located in the Building.

(h) Refuse Disposal

There will be recycling bins and access to refuse chutes located on each floor containing Units. The refuse chutes will lead directly to a compactor located in the compactor room.

(i) Communication Facilities and Intercom System

Each Unit will be equipped with an intercom telephone system which will enable the occupants to communicate directly with the lobby attendant over a standard touch tone telephone. The system will not have any video capabilities. Sponsor reserves the right to substitute an alternate service to enable communication between the concierge and the residents.

(j) Smoke and Carbon Monoxide Detector/Sprinklers

A combination smoke and carbon monoxide detector will be provided in each Unit in compliance with the Law. Additionally, the Building will be fully sprinklered in compliance with the Law.

(k) Service Entrance

There will be a service entrance located on the ground floor on West End Avenue.

(l) Courtyards

The residents of the Building will have use of (i) an outdoor courtyard located on the ground floor of the Building and (ii) a courtyard on the cellar level.

(m) Cellar Amenities

There will be a music room, a Pilates room, a multi-purpose squash room, a fitness center, a yoga room, a children's playroom, an art room (a.k.a. maker's studio), and bicycle storage areas located on the cellar level. The bicycle storage areas will contain approximately sixty-nine (69) bicycle storage spaces, which will be subject to regulation by the Condominium Board in terms of availability and accessibility.

(n) Ground Floor Amenities

There will be a dining lounge, a game room, a sports/virtual reality room, and a co-working room located on the ground floor.

(o) General

Use of the services and facilities shall be available only to individuals who reside in a Unit in the Building (i.e. a Unit Owner or permitted tenant) and such individual's guests, provided that such Unit Owner or tenant accompanies the guest during such use. In addition, use of the services and facilities are subject to such Rules and Regulations as may be promulgated from time to time by the Condominium Board, including, without limitation, the right to impose usage fees and restrictions on hours of access, use, and/or service, as applicable.

Purchasers are advised that some or all of the services and facilities described in the Plan (including without limitation a full staff of Building personnel and usage of certain amenity areas) may not be available until approximately 12 months after the First Closing. However, all services and facilities will be available within 24 months of the First Closing. Purchasers should also be aware that the hours and dates for move-ins, move-outs and/or alterations, as well as the use of the passenger and/or service elevators, will be restricted during the period that Sponsor is performing work in the Building. Furthermore, until certain occupancy levels in the Building are achieved, the hours and duties of the Building staff may be reduced. However, at all times after the First Closing of a Unit, the lobby will be attended 24 hours a day, 7 days a week. Purchasers will not be entitled to any credit or abatement against the Purchase Price or Common

Charges if any of the services and/or facilities are not available for use on or after Purchaser's Closing. The Condominium Board shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget to reduce Common Charges for the period in which such services and/or facilities are not available.

Neither Sponsor, the Managing Agent, nor the Condominium Board will in any event be liable for the availability, interruption, discontinuance or quality of any services in the Building, including, but not limited to, any services provided by any outside company or person, or for any injury to person or damage to property resulting from any act or omission of such company or persons or their employees or agents, except to the extent that any such injury to person or damage to property occurs as a result of the negligence of Sponsor, the Managing Agent, or the Condominium Board, as the case may be.

Additionally, as more fully set forth in the section of the Plan entitled "Rights and Obligations of Sponsor," it is anticipated that for a significant period of time following the First Closing through, including and beyond the Closing of Title to any Unit, work should be expected to be undertaken and performed by or on behalf of Sponsor to complete Sponsor's construction work at the Building, including without limitation, the Units, the amenities and facilities, Ancillary Amenities, the decoration or finishing of the lobby, corridors, elevator finishes and other portions of the Building, including installing light fixtures, painting, hanging wall coverings or laying carpeting. All of the foregoing work and conditions may create a noisy or otherwise disruptive condition in the Building, including without limitation conditions relating to noise, vibration, fumes, odors, dust, debris, scaffolding and temporary interruptions of services. The Condominium Board may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a PCO has been obtained. Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services shall not be the responsibility of Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels. In addition, the presence of scaffolding, hoists or construction elevator shafts or similar temporary construction facilities may delay the Closing of Title to certain Units or lines of Units until such scaffolding, hoists, elevators or temporary facilities are no longer needed and are removed. Notwithstanding the foregoing, Sponsor shall at all times ensure that such construction work will not render any of the occupied Units uninhabitable pursuant to Law.

LOCATION AND AREA INFORMATION

Location

The Property is located at 720 West End Avenue in the Borough of Manhattan in the City and State of New York. The Property is bounded by West End Avenue and West 95th Street,

Surrounding Area, Shopping, Culture and Recreation

There are numerous luxury residences, office buildings, museums, libraries, theaters, art galleries, cultural institutions, hotels, parks, and retail establishments, including supermarkets, drugstores, dry cleaners and banks within the New York City area.

Transportation

New York City is served by three major airports: LaGuardia Airport, 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 Station, located at Lexington Avenue and 42nd Street.

Transportation to and from the Condominium, and through New York City, is available by taxi, limousine, private automobiles, subway or bus. One of the closest subway stations to the Condominium is located at West 96th Street, New York, NY 10025. One of the closest bus stations to the Condominium is located at West 96th Street, New York, NY 10025. A number of commercial parking garages are located within the New York City area.

Medical, Educational, and Religious Facilities

A number of medical centers are located within the New York City area, such as New York Hospital, Cornell Medical Center, Memorial Sloan Kettering, Lenox Hill Hospital, New York University Medical Center, Mount Sinai Medical Center and Columbia Presbyterian Medical Center.

Private schools, public schools and parochial schools on the elementary, middle school and high school levels as well as colleges, universities, and other educational centers are located in the New York City area.

There are houses of worship of most major denominations located within the New York City area.

Municipal Services

The City of New York will provide water, sanitation, police and fire services to the Building.

The local police station is located at 151 West 100th Street, New York, NY 10025.

The local fire station is located at 502 West 113th Street, New York, NY 10025.

Mailing Address

The mailing address for the Building is 720 West End Avenue, New York, NY 10025.

Zoning

The Property is located within an R10A zoning district in which residential uses are permitted.

Historic District Designation

The Building is a contributing building within the Riverside-West End Historic District Extension II and therefore any alterations (whether interior, exterior, or in a Unit or Common Element) that would require the issuance of a permit from the Buildings Department is subject to review by the New York City Landmarks Preservation Commission ("LPC"). If, during LPC's review, LPC determines (in its discretion) that such alterations would impact the exterior of the Building, such alterations shall be additionally subject to approval by LPC. Such reviews and/or approvals may involve additional costs or time on the part of Unit Owners desiring alterations.

General

Sponsor does not make any representations to the continued existence of any of the named establishments or transportation lines. Sponsor is currently not participating in any development projects within a one-block radius of the Building. Additionally, no representation is made that future construction in the neighborhood surrounding the Property will not result in the obstruction of the views from any windows and/or Terrace. No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any windows and/or Terraces in the Building.

In the event Sponsor engages in any development project that will be immediately adjacent to or directly across the street from the Condominium, and such project has a material impact on the Condominium (*e.g.* impairment of views), Sponsor shall disclose any such material change in an amendment to the Plan within a reasonable period of time. While Sponsor is under no obligation to undertake any inquiry into whether any development project that will be immediately adjacent to or directly across the street from the Condominium are planned or underway by a party other than Sponsor, in the event that Sponsor becomes aware that such other party has engaged in a development project that will be immediately adjacent to or directly across the street from the condominium, and such project has a material impact on the Condominium (*e.g.* impairment of views), Sponsor shall endeavor to disclose the changes in an amendment to the Plan within a reasonable period of time after Sponsor obtains actual knowledge thereof.

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SCHEDULE A – PURCHASE PRICES OF UNITS AND RELATED INFORMATION

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SCHEDULE A

720 West End Avenue Condominium

720 West End Avenue, New York, New York

Offering Prices and Related Information

FOR THE PROJECTED FIRST YEAR CONDOMINIUM OPERATIONS (November 1, 2024 - October 31, 2025)

(1) UNIT	(1) NO. BED-ROOMS	(1) NO. BATHS/ HALF BATHS	(2) APPROX UNIT SQUARE FOOTAGE	(2) APPROX EXTERIOR SQUARE FOOTAGE ***	(3) OFFERING PRICE	(4) COMMON INTEREST	(5) PROJECTED MONTHLY COMMON CHARGES	(5) PROJECTED ANNUAL COMMON CHARGES	(6) PROJECTED MONTHLY RE TAXES*	(6) PROJECTED ANNUAL RE TAXES*	(7) PROJECTED TOTAL MONTHLY CARRYING CHARGES	(8) PURCHASE OF RESIDENT MANAGER'S UNIT	(9) PURCHASE OF HANDICAP PARKING SPACE
2A	2	2.5	1595		$2,995,000	0.7747%	$2,094.04	$25,129	$2,105.31	$25,264	$4,199	$17,970	$3,843
2B	1	1.5	824		$1,425,000	0.4002%	$1,081.81	$12,982	$1,087.63	$13,052	$2,169	$9,283	$1,985
2D	3	3	1684		$3,300,000	0.8179%	$2,210.89	$26,531	$2,222.79	$26,673	$4,434	$18,972	$4,058
2E	3	3.5	1865		$2,995,000	0.9058%	$2,448.52	$29,382	$2,461.70	$29,540	$4,910	$21,011	$4,494
2F**	2	2	1310		$2,384,671	0.6363%	$0.00	$0	$1,729.13	$20,750	$1,729	$0	$0
2G	1	1	777		$1,350,000	0.3774%	$1,020.11	$12,241	$1,025.60	$12,307	$2,046	$8,754	$1,872
TH2H*	4	3.5	2631	858	$5,575,000	1.3959%	$3,810.89	$45,731	$3,793.46	$45,522	$7,604	$32,702	$6,994
TH2J*	3	3.5	2686	1445	$5,850,000	1.4949%	$4,081.09	$48,973	$4,062.42	$48,749	$8,144	$35,021	$7,490
2K	3	2	1439		$2,650,000	0.6989%	$1,889.24	$22,671	$1,899.40	$22,793	$3,789	$16,212	$3,467
3A	2	2.5	1595		$3,045,000	0.7786%	$2,115.04	$25,380	$2,115.84	$25,390	$4,231	$18,150	$3,882
3B	1	1.5	824		$1,440,000	0.4022%	$1,092.66	$13,112	$1,093.07	$13,117	$2,186	$9,376	$2,005
3C	1	1	736		$1,250,000	0.3593%	$975.97	$11,712	$976.34	$11,716	$1,952	$8,375	$1,791
3D	3	3	1681		$3,375,000	0.8205%	$2,229.08	$26,749	$2,229.92	$26,759	$4,459	$19,128	$4,091
3E	2	2.5	1524		$3,250,000	0.7439%	$2,020.89	$24,251	$2,021.65	$24,260	$4,043	$17,342	$3,709
3F	1	1.5	825		$1,475,000	0.4027%	$1,093.98	$13,128	$1,094.40	$13,133	$2,188	$9,388	$2,008
3G	2	2.5	1481		$2,750,000	0.7229%	$1,963.87	$23,566	$1,964.61	$23,575	$3,928	$16,853	$3,604
3K	2	2	1138		$2,100,000	0.5555%	$1,509.04	$18,108	$1,509.61	$18,115	$3,019	$12,949	$2,770
4A	2	2.5	1595		$3,070,000	0.7824%	$2,136.13	$25,634	$2,126.36	$25,516	$4,262	$18,331	$3,920
4B	1	1.5	824		$1,455,000	0.4042%	$1,103.56	$13,243	$1,098.51	$13,182	$2,202	$9,470	$2,025
4C	1	1.0	742		$1,260,000	0.3640%	$993.74	$11,925	$989.19	$11,870	$1,983	$8,528	$1,824
4D	3	3.0	1681		$3,425,000	0.8246%	$2,251.31	$27,016	$2,241.01	$26,892	$4,492	$19,319	$4,132
4E	2	2.5	1524		$3,300,000	0.7476%	$2,041.05	$24,493	$2,031.71	$24,381	$4,073	$17,515	$3,746
4F	1	1.5	825		$1,490,000	0.4047%	$1,104.90	$13,259	$1,099.84	$13,198	$2,205	$9,481	$2,028
4G	1	1.0	648		$975,000	0.3179%	$867.85	$10,414	$863.88	$10,367	$1,732	$7,447	$1,593
4H	2	2.5	1481		$2,695,000	0.7265%	$1,983.46	$23,801	$1,974.39	$23,693	$3,958	$17,021	$3,640
4J	1	1.0	786		$1,315,000	0.3856%	$1,052.67	$12,632	$1,047.85	$12,574	$2,101	$9,033	$1,932
4K	2	2.5	1578		$2,995,000	0.7741%	$2,113.37	$25,360	$2,103.70	$25,244	$4,217	$18,135	$3,879
4L	1	1.0	637		$995,000	0.3299%	$900.66	$10,808	$896.54	$10,758	$1,797	$7,729	$1,653
4M	3	3.0	1994	142	$3,950,000	0.9782%	$2,670.50	$32,046	$2,658.29	$31,899	$5,329	$22,916	$4,901
5A	2	2.5	1595		$3,095,000	0.7863%	$2,157.34	$25,888	$2,136.89	$25,643	$4,294	$18,513	$3,959
5B	1	1.5	824		$1,485,000	0.4062%	$1,114.51	$13,374	$1,103.95	$13,247	$2,218	$9,564	$2,045
5C	1	1	742		$1,270,000	0.3658%	$1,003.60	$12,043	$994.09	$11,929	$1,998	$8,612	$1,842
5D	3	3	1681		$3,475,000	0.8287%	$2,273.66	$27,284	$2,252.11	$27,025	$4,526	$19,511	$4,173
5E	2	2.5	1524		$3,350,000	0.7513%	$2,061.31	$24,736	$2,041.77	$24,501	$4,103	$17,689	$3,783
5F	1	1.5	825		$1,505,000	0.4067%	$1,115.86	$13,390	$1,105.29	$13,263	$2,221	$9,576	$2,048
5G	1	1	648		$985,000	0.3195%	$876.46	$10,518	$868.15	$10,418	$1,745	$7,521	$1,609
5H	2	2.5	1481		$2,730,000	0.7301%	$2,003.14	$24,038	$1,984.16	$23,810	$3,987	$17,190	$3,676
5J	1	1	786		$1,325,000	0.3875%	$1,063.11	$12,757	$1,053.04	$12,636	$2,116	$9,123	$1,951
5K	2	2.5	1578		$3,030,000	0.7779%	$2,134.34	$25,612	$2,114.11	$25,369	$4,248	$18,315	$3,917
5L	1	1	637		$1,005,000	0.3140%	$861.58	$10,339	$853.42	$10,241	$1,715	$7,393	$1,581
5M	3	3	1994		$3,995,000	0.9830%	$2,697.01	$32,364	$2,671.45	$32,057	$5,368	$23,144	$4,950
6A	2	2.5	1595		$3,120,000	0.7902%	$2,178.64	$26,144	$2,147.42	$25,769	$4,326	$18,696	$3,998
6B	1	1.5	824		$1,495,000	0.4082%	$1,125.52	$13,506	$1,109.39	$13,313	$2,235	$9,658	$2,066
6C	1	1	742		$1,280,000	0.3676%	$1,013.51	$12,162	$998.99	$11,988	$2,012	$8,697	$1,860
6D	3	3	1681		$3,525,000	0.8328%	$2,296.11	$27,553	$2,263.20	$27,158	$4,559	$19,704	$4,214
6E	2	2.5	1524		$3,400,000	0.7550%	$2,081.66	$24,980	$2,051.83	$24,622	$4,133	$17,863	$3,820
6F	1	1.5	825		$1,515,000	0.4087%	$1,126.88	$13,523	$1,110.73	$13,329	$2,238	$9,670	$2,068
6G	1	1	648		$995,000	0.3210%	$885.12	$10,621	$872.43	$10,469	$1,758	$7,595	$1,624
6H	2	2.5	1481		$2,765,000	0.7337%	$2,022.93	$24,275	$1,993.93	$23,927	$4,017	$17,359	$3,713

(1) UNIT	(1) NO. BED-ROOMS	(1) NO. BATHS/ HALF BATHS	(2) APPROX UNIT SQUARE FOOTAGE	(2) APPROX EXTERIOR SQUARE FOOTAGE ***	(3) OFFERING PRICE	(4) COMMON INTEREST	(5) PROJECTED MONTHLY COMMON CHARGES	(5) PROJECTED ANNUAL COMMON CHARGES	(6) PROJECTED MONTHLY RE TAXES*	(6) PROJECTED ANNUAL RE TAXES*	(7) PROJECTED TOTAL MONTHLY CARRYING CHARGES	(8) PURCHASE OF RESIDENT MANAGER'S UNIT	(9) PURCHASE OF HANDICAP PARKING SPACE
6J	1	1	786		$1,335,000	0.3894%	$1,073.61	$12,883	$1,058.23	$12,699	$2,132	$9,213	$1,970
6K	2	2.5	1578		$3,065,000	0.7818%	$2,155.42	$25,865	$2,124.53	$25,494	$4,280	$18,496	$3,956
6L	1	1	637		$1,015,000	0.3156%	$870.09	$10,441	$857.62	$10,291	$1,728	$7,467	$1,597
6M	3	3	1994		$4,045,000	0.9879%	$2,723.65	$32,684	$2,684.61	$32,215	$5,408	$23,372	$4,999
7A	2	2.5	1595		$3,145,000	0.7941%	$2,200.06	$26,401	$2,157.94	$25,895	$4,358	$18,879	$4,038
7B	1	1.5	824		$1,525,000	0.4102%	$1,136.58	$13,639	$1,114.82	$13,378	$2,251	$9,753	$2,086
7C	1	1	742		$1,290,000	0.3694%	$1,023.47	$12,282	$1,003.88	$12,047	$2,027	$8,783	$1,878
7D	3	3	1681		$3,575,000	0.8369%	$2,318.68	$27,824	$2,274.30	$27,292	$4,593	$19,897	$4,255
7E	2	2.5	1524		$3,450,000	0.7587%	$2,102.12	$25,225	$2,061.88	$24,743	$4,164	$18,039	$3,858
7F	1	1.5	825		$1,525,000	0.4107%	$1,137.96	$13,656	$1,116.18	$13,394	$2,254	$9,765	$2,088
7G	1	1	648		$1,005,000	0.3226%	$893.82	$10,726	$876.71	$10,520	$1,771	$7,670	$1,640
7H	2	2.5	1481		$2,800,000	0.7373%	$2,042.81	$24,514	$2,003.71	$24,044	$4,047	$17,530	$3,749
7J	1	1	786		$1,345,000	0.3913%	$1,084.17	$13,010	$1,063.41	$12,761	$2,148	$9,304	$1,990
7K	2	2.5	1578		$3,100,000	0.7856%	$2,176.61	$26,119	$2,134.94	$25,619	$4,312	$18,678	$3,995
7L	1	1	637		$1,025,000	0.3171%	$878.64	$10,544	$861.82	$10,342	$1,740	$7,540	$1,613
7M	3	3	1994		$4,095,000	0.9927%	$2,750.41	$33,005	$2,697.77	$32,373	$5,448	$23,602	$5,048
8A	4	4.5	2774		$6,500,000	1.3878%	$3,863.72	$46,365	$3,771.37	$45,256	$7,635	$33,156	$7,091
8B	2	2.5	1682		$3,500,000	0.8415%	$2,342.75	$28,113	$2,286.75	$27,441	$4,629	$20,104	$4,300
8C	3	3.5	2045		$4,600,000	1.0231%	$2,848.35	$34,180	$2,780.26	$33,363	$5,629	$24,443	$5,228
8D	1	1	788		$1,535,000	0.3942%	$1,097.55	$13,171	$1,071.32	$12,856	$2,169	$9,418	$2,014
8E	1	1	649		$1,015,000	0.3247%	$903.95	$10,847	$882.34	$10,588	$1,786	$7,757	$1,659
8F	2	2.5	1482		$2,840,000	0.7414%	$2,064.18	$24,770	$2,014.84	$24,178	$4,079	$17,713	$3,788
8G	1	1	786		$1,355,000	0.3932%	$1,094.77	$13,137	$1,068.60	$12,823	$2,163	$9,395	$2,009
8H	2	2.5	1579		$3,125,000	0.7899%	$2,199.29	$26,391	$2,146.72	$25,761	$4,346	$18,873	$4,036
8J	1	1	640		$1,035,000	0.3202%	$891.41	$10,697	$870.11	$10,441	$1,762	$7,649	$1,636
8K	3	3.5	1992		$4,195,000	0.9965%	$2,774.53	$33,294	$2,708.21	$32,498	$5,483	$23,809	$5,092
9A	4	4.5	2774		$6,575,000	1.3945%	$3,901.33	$46,816	$3,789.68	$45,476	$7,691	$33,478	$7,160
9B	2	2.5	1682		$3,525,000	0.8455%	$2,365.55	$28,387	$2,297.85	$27,574	$4,663	$20,299	$4,341
9C	3	3.5	2045		$4,675,000	1.0280%	$2,876.07	$34,513	$2,793.76	$33,525	$5,670	$24,680	$5,278
9D	1	1	788		$1,545,000	0.3961%	$1,108.24	$13,299	$1,076.52	$12,918	$2,185	$9,510	$2,034
9E	1	1	649		$1,025,000	0.3263%	$912.75	$10,953	$886.63	$10,640	$1,799	$7,833	$1,675
9F	2	2.5	1482		$2,875,000	0.7450%	$2,084.27	$25,011	$2,024.62	$24,295	$4,109	$17,886	$3,825
9G	1	1	786		$1,365,000	0.3951%	$1,105.42	$13,265	$1,073.79	$12,885	$2,179	$9,486	$2,029
9H	2	2.5	1579		$3,150,000	0.7938%	$2,220.69	$26,648	$2,157.14	$25,886	$4,378	$19,056	$4,076
9J	1	1	640		$1,045,000	0.3217%	$900.09	$10,801	$874.33	$10,492	$1,774	$7,724	$1,652
9K	3	3.5	1992		$4,245,000	1.0014%	$2,801.53	$33,618	$2,721.35	$32,656	$5,523	$24,041	$5,142
10A	4	4.5	2774		$6,650,000	1.4012%	$3,939.11	$47,269	$3,807.99	$45,696	$7,747	$33,803	$7,229
10B	2	2.5	1682		$3,550,000	0.8496%	$2,388.46	$28,662	$2,308.95	$27,707	$4,697	$20,496	$4,383
10C	3	3.5	2045		$4,750,000	1.0330%	$2,903.92	$34,847	$2,807.26	$33,687	$5,711	$24,919	$5,330
10D	1	1	788		$1,555,000	0.3980%	$1,118.97	$13,428	$1,081.72	$12,981	$2,201	$9,602	$2,054
10E	1	1	649		$1,035,000	0.3278%	$921.59	$11,059	$890.91	$10,691	$1,812	$7,908	$1,691
10F	2	2.5	1482		$2,910,000	0.7486%	$2,104.46	$25,253	$2,034.40	$24,413	$4,139	$18,059	$3,862
10G	1	1	786		$1,375,000	0.3970%	$1,116.13	$13,394	$1,078.97	$12,948	$2,195	$9,578	$2,048
10H	2	2.5	1579		$3,175,000	0.7976%	$2,242.20	$26,906	$2,167.56	$26,011	$4,410	$19,241	$4,115
10J	1	1	640		$1,055,000	0.3233%	$908.81	$10,906	$878.55	$10,543	$1,787	$7,799	$1,668
10K	3	3.5	1992		$4,295,000	1.0062%	$2,828.66	$33,944	$2,734.50	$32,814	$5,563	$24,274	$5,191
11A	4	4.5	2766		$6,725,000	1.4039%	$3,965.61	$47,587	$3,815.26	$45,783	$7,781	$34,030	$7,278
11B	3	3.5	2171		$5,150,000	1.1019%	$3,112.56	$37,351	$2,994.55	$35,935	$6,107	$26,710	$5,712
11C	4	4.5	2353		$5,750,000	1.1943%	$3,373.49	$40,482	$3,245.59	$38,947	$6,619	$28,949	$6,191
11E	1	1	649		$1,045,000	0.3294%	$930.47	$11,166	$895.19	$10,742	$1,826	$7,985	$1,708
11F	2	2.5	1478		$2,945,000	0.7502%	$2,119.01	$25,428	$2,038.67	$24,464	$4,158	$18,184	$3,889
11G	1	1	786		$1,385,000	0.3989%	$1,126.89	$13,523	$1,084.16	$13,010	$2,211	$9,670	$2,068
TH11H*	4	4.5	3139	808	$8,500,000	1.7039%	$4,835.93	$58,031	$4,630.43	$55,565	$9,466	$41,499	$8,875
TH11J*	3	3.5	2565	831	$6,500,000	1.4141%	$4,013.42	$48,161	$3,842.87	$46,114	$7,856	$34,440	$7,366
12A	4	4.5	2776		$6,800,000	1.4157%	$4,018.12	$48,217	$3,847.37	$46,168	$7,865	$34,481	$7,374
12B	3	3.5	2171		$5,225,000	1.1072%	$3,142.42	$37,709	$3,008.88	$36,107	$6,151	$26,966	$5,767

(1) UNIT	(1) NO. BED-ROOMS	(1) NO. BATHS/ HALF BATHS	(2) APPROX UNIT SQUARE FOOTAGE	(2) APPROX EXTERIOR SQUARE FOOTAGE ***	(3) OFFERING PRICE	(4) COMMON INTEREST	(5) PROJECTED MONTHLY COMMON CHARGES	(5) PROJECTED ANNUAL COMMON CHARGES	(6) PROJECTED MONTHLY RE TAXES*	(6) PROJECTED ANNUAL RE TAXES*	(7) PROJECTED TOTAL MONTHLY CARRYING CHARGES	(8) PURCHASE OF RESIDENT MANAGER'S UNIT	(9) PURCHASE OF HANDICAP PARKING SPACE
12C	4	4.5	2353		$5,850,000	1.2000%	$3,405.85	$40,870	$3,261.12	$39,133	$6,667	$29,227	$6,251
12E	1	1	649		$1,055,000	0.3310%	$939.40	$11,273	$899.48	$10,794	$1,839	$8,061	$1,724
12F	2	2.5	1478		$2,980,000	0.7538%	$2,139.33	$25,672	$2,048.42	$24,581	$4,188	$18,358	$3,926
12G	1	1	532		$990,000	0.2713%	$770.04	$9,241	$737.32	$8,848	$1,507	$6,608	$1,413
14A	4	4.5	2776		$6,875,000	1.4225%	$4,056.48	$48,678	$3,865.69	$46,388	$7,922	$34,810	$7,445
14B	3	3.5	2171		$5,300,000	1.1125%	$3,172.41	$38,069	$3,023.21	$36,278	$6,196	$27,223	$5,822
14C	4	4.5	2353		$5,950,000	1.2057%	$3,438.37	$41,260	$3,276.65	$39,320	$6,715	$29,506	$6,310
14E	1	1	649		$1,065,000	0.3326%	$948.36	$11,380	$903.76	$10,845	$1,852	$8,138	$1,741
14F	2	2.5	1478		$3,015,000	0.7573%	$2,159.76	$25,917	$2,058.18	$24,698	$4,218	$18,533	$3,964
14G	1	1	786		$1,395,000	0.4028%	$1,148.56	$13,783	$1,094.54	$13,134	$2,243	$9,856	$2,108
14H	4	3.5	2680		$6,850,000	1.3733%	$3,916.20	$46,994	$3,732.01	$44,784	$7,648	$33,606	$7,187
15A	4	4.5	2766		$6,950,000	1.4241%	$4,080.27	$48,963	$3,870.02	$46,440	$7,950	$35,014	$7,488
15B	3	3.5	2171		$5,375,000	1.1177%	$3,202.56	$38,431	$3,037.53	$36,450	$6,240	$27,482	$5,878
15C	4	4.5	2353		$6,050,000	1.2114%	$3,471.03	$41,652	$3,292.18	$39,506	$6,763	$29,786	$6,370
15E	1	1	649		$1,075,000	0.3341%	$957.37	$11,488	$908.04	$10,897	$1,865	$8,216	$1,757
15F	2	2.5	1478		$3,050,000	0.7609%	$2,180.28	$26,163	$2,067.93	$24,815	$4,248	$18,710	$4,001
15G	1	1	786		$1,405,000	0.4047%	$1,159.47	$13,914	$1,099.72	$13,197	$2,259	$9,950	$2,128
15H	4	3.5	2680		$6,950,000	1.3798%	$3,953.41	$47,441	$3,749.70	$44,996	$7,703	$33,925	$7,256
PH16A	4	4.5	2777		$7,500,000	1.4297%	$4,096.50	$49,158	$3,885.41	$46,625	$7,982	$35,153	$7,518
PH16B*	4	4.5	2730	413	$8,250,000	1.4656%	$4,219.00	$50,628	$3,982.81	$47,794	$8,202	$36,204	$7,743
PH16C*	4	4.5	2845	450	$8,650,000	1.5298%	$4,404.02	$52,848	$4,157.48	$49,890	$8,561	$37,792	$8,083
PH16D	1	1.0	649		$1,085,000	0.3341%	$957.37	$11,488	$908.04	$10,897	$1,865	$8,216	$1,757
PH16E	1	1.0	786		$1,415,000	0.4047%	$1,159.47	$13,914	$1,099.72	$13,197	$2,259	$9,950	$2,128
PH17A	5	4.5	2991	870	$9,500,000	1.6597%	$4,777.78	$57,333	$4,510.32	$54,124	$9,288	$41,000	$8,769
PH17B*	5	5.5	3507	1563	$10,850,000	2.0257%	$5,858.77	$70,305	$5,504.95	$66,059	$11,364	$50,276	$10,753
PH17C*	4	4.0	3735	1922	$11,850,000	2.1908%	$6,336.39	$76,037	$5,953.72	$71,445	$12,290	$54,374	$11,629
Total			**196,788**	**9,302**	**$428,199,671**	**100.00%**	**$277,892**	**$3,334,702**	**$271,761**	**$3,261,129**	**$549,653**	**$2,384,671**	**$510,010**
For Purchasers of Ancillary Amenities:			**Approx. Square Footage**				**Monthly License Fee**	**Annual License Fee**					
Storage Locker Totals			**1,827**				**$1,827**	**$21,926**					
Parking Totals			**3,000**				**$1,687**	**$20,248**					

* Designates Duplex **Resident Manager's Unit

*** Terraces are uninhabitable spaces.They may not be legally used as a bedroom or living room and that to do so may result in a building code violation being issued for the building. All exterior spaces are terraces.

SCHEDULE A

720 West End Avenue Condominium

720 West End Avenue, New York, New York

Offering Prices and Related Information for Parking Spaces

FOR THE PROJECTED FIRST YEAR CONDOMINIUM OPERATIONS (November 1, 2024 - October 31, 2025)

Parking Space	Parking Spot Dimensions	Offering Price	Annual License Fee	Monthly License Fee
P #01	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #02	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #03	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #04*	20' - 0" X 10' - 0"	$510,010	$1,349.87	$112.49
P #05	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #06	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #07	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #08	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #09	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #10	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #11	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #12	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #13	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #14	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
P #15	20' - 0" X 10' - 0"	$500,000	$1,349.87	$112.49
* Handicap Parking Space				
PARKING TOTAL		**$7,510,010**	**$20,248.00**	**$1,687.33**

Parking Space License Fees (if any) are payable in addition to Common Charges

SCHEDULE A

720 West End Avenue Condominium

720 West End Avenue, New York, New York

Offering Prices and Related Information for Storage Lockers

FOR THE PROJECTED FIRST YEAR CONDOMINIUM OPERATIONS (November 1, 2024 - October 31, 2025)

Storage Locker	Approx. Square Footage	Offering Price	Monthly License Fee	Annual License Fee
WITHIN STORAGE LOCKER AREA (Cellar)				
ST #1	18.4	$25,000.00	$18.40	$220.80
ST #2	18.4	$25,000.00	$18.40	$220.80
ST #3	18.4	$25,000.00	$18.40	$220.80
ST #4	18.4	$25,000.00	$18.40	$220.80
ST #5	41.4	$50,000.00	$41.40	$496.80
ST #6	41.4	$50,000.00	$41.40	$496.80
ST #7	18.4	$25,000.00	$18.40	$220.80
ST #8	18.4	$25,000.00	$18.40	$220.80
ST #9	18.4	$25,000.00	$18.40	$220.80
ST #10	18.4	$25,000.00	$18.40	$220.80
ST #11	18.4	$25,000.00	$18.40	$220.80
ST #12	18.4	$25,000.00	$18.40	$220.80
ST #13	18.4	$25,000.00	$18.40	$220.80
ST #14	18.4	$25,000.00	$18.40	$220.80
ST #15	18.4	$25,000.00	$18.40	$220.80
ST #16	18.4	$25,000.00	$18.40	$220.80
ST #17	18.4	$25,000.00	$18.40	$220.80
ST #18	18.4	$25,000.00	$18.40	$220.80
ST #19	32.2	$40,000.00	$32.20	$386.40
ST #20	18.4	$25,000.00	$18.40	$220.80
ST #21	18.4	$25,000.00	$18.40	$220.80
ST #22	18.4	$25,000.00	$18.40	$220.80
ST #23	18.4	$25,000.00	$18.40	$220.80
ST #24	18.4	$25,000.00	$18.40	$220.80
ST #25	18.4	$25,000.00	$18.40	$220.80
ST #26	18.4	$25,000.00	$18.40	$220.80
ST #27	18.4	$25,000.00	$18.40	$220.80
ST #28	18.4	$25,000.00	$18.40	$220.80
ST #29	18.4	$25,000.00	$18.40	$220.80
ST #30	18.4	$25,000.00	$18.40	$220.80
ST #31	18.4	$25,000.00	$18.40	$220.80
ST #32	18.4	$25,000.00	$18.40	$220.80

Storage Locker	Approx. Square Footage	Offering Price	Monthly License Fee	Annual License Fee
ST #33	18.4	$25,000.00	$18.40	$220.80
ST #34	18.4	$25,000.00	$18.40	$220.80
ST #35	18.4	$25,000.00	$18.40	$220.80
ST #36	32.2	$40,000.00	$32.20	$386.40
ST #37	18.4	$25,000.00	$18.40	$220.80
ST #38	24.0	$30,000.00	$24.00	$288.00
WITHIN STORAGE LOCKER AREA (Sub-Cellar)				
ST #39	18.4	$25,000.00	$18.40	$220.80
ST #40	18.4	$25,000.00	$18.40	$220.80
ST #41	18.4	$25,000.00	$18.40	$220.80
ST #42	18.4	$25,000.00	$18.40	$220.80
ST #43	18.4	$25,000.00	$18.40	$220.80
ST #44	18.4	$25,000.00	$18.40	$220.80
ST #45	18.4	$25,000.00	$18.40	$220.80
ST #46	18.4	$25,000.00	$18.40	$220.80
ST #47	18.4	$25,000.00	$18.40	$220.80
ST #48	18.4	$25,000.00	$18.40	$220.80
ST #49	18.4	$25,000.00	$18.40	$220.80
ST #50	18.4	$25,000.00	$18.40	$220.80
ST #51	18.4	$25,000.00	$18.40	$220.80
ST #52	18.4	$25,000.00	$18.40	$220.80
ST #53	18.4	$25,000.00	$18.40	$220.80
ST #54	18.4	$25,000.00	$18.40	$220.80
ST #55	18.4	$25,000.00	$18.40	$220.80
ST #56	18.4	$25,000.00	$18.40	$220.80
ST #57	18.4	$25,000.00	$18.40	$220.80
ST #58	18.4	$25,000.00	$18.40	$220.80
ST #59	18.4	$25,000.00	$18.40	$220.80
ST #60	18.4	$25,000.00	$18.40	$220.80
ST #61	18.4	$25,000.00	$18.40	$220.80
ST #62	18.4	$25,000.00	$18.40	$220.80
ST #63	18.4	$25,000.00	$18.40	$220.80
ST #64	18.4	$25,000.00	$18.40	$220.80
ST #65	18.4	$25,000.00	$18.40	$220.80
ST #66	18.4	$25,000.00	$18.40	$220.80
ST #67	18.4	$25,000.00	$18.40	$220.80
ST #68	18.4	$25,000.00	$18.40	$220.80
ST #69	18.4	$25,000.00	$18.40	$220.80
ST #70	18.4	$25,000.00	$18.40	$220.80

Storage Locker	Approx. Square Footage	Offering Price	Monthly License Fee	Annual License Fee
ST #71	18.4	$25,000.00	$18.40	$220.80
ST #72	18.4	$25,000.00	$18.40	$220.80
ST #73	18.4	$25,000.00	$18.40	$220.80
ST #74	18.4	$25,000.00	$18.40	$220.80
ST #75	18.4	$25,000.00	$18.40	$220.80
ST #76	18.4	$25,000.00	$18.40	$220.80
ST #77	18.4	$25,000.00	$18.40	$220.80
ST #78	18.4	$25,000.00	$18.40	$220.80
ST #79	18.4	$25,000.00	$18.40	$220.80
ST #80	18.4	$25,000.00	$18.40	$220.80
ST #81	18.4	$25,000.00	$18.40	$220.80
ST #82	18.4	$25,000.00	$18.40	$220.80
ST #83	18.4	$25,000.00	$18.40	$220.80
ST #84	18.4	$25,000.00	$18.40	$220.80
ST #85	18.4	$25,000.00	$18.40	$220.80
ST #86	18.4	$25,000.00	$18.40	$220.80
ST #87	18.4	$25,000.00	$18.40	$220.80
ST #88	18.4	$25,000.00	$18.40	$220.80
ST #89	18.4	$25,000.00	$18.40	$220.80
ST #90	18.4	$25,000.00	$18.40	$220.80
ST #91	18.4	$25,000.00	$18.40	$220.80
ST #92	18.4	$25,000.00	$18.40	$220.80
ST #93	18.4	$25,000.00	$18.40	$220.80
ST #94	18.4	$25,000.00	$18.40	$220.80
ST #95	18.4	$25,000.00	$18.40	$220.80
STORAGE TOTAL	**1827.2**	**$2,460,000.00**	**$1,827.20**	**$21,926.40**

Storage Locker License Fees (if any) are payable in addition to Common Charges

Notes to Schedule A

1. Purchasers should refer to the Floor Plans included in Part II of the Plan for an approximation of the dimensions and typical layouts of the Units. The number of bedrooms and bathrooms 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. Each Unit should be inspected to determine its actual dimensions, layout and physical condition prior to Closing. Certain Units contain home offices, dens, media rooms and/or libraries which may not be used as legal bedrooms under current Law.

2. The square footages of the Units listed in Schedule A and in the Declaration are approximate within reasonable tolerances and may change due to field conditions and construction variances and tolerances and were obtained by using the method customarily used in New York City to measure condominium units. A decrease in a Unit's area of 5% or less will not affect a Purchaser's obligations under the Purchase Agreement unless such decrease is determined to be material. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. Sponsor's sole obligation if the net square footage of the Unit is decreased by more than 5% shall be to refund all Deposits made under the Purchase Agreement and any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Each Unit is measured horizontally from the exterior side of the exterior walls 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 or to the exterior side of the opposite exterior walls; provided, however, that all columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit. Each Unit is measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling. Any and all measurements are approximations within reasonable tolerances. As the manner in which the square footage areas were calculated are not based on measurements from interior surfaces of interior walls, the square footage areas of the Units provided in Schedule A significantly exceed the usable floor area.

3. The Purchase Prices and other terms of sale (as more fully set forth in the section of the Plan entitled "Changes in Prices and Units") of Units may be negotiated by Sponsor and, therefore, may be changed. Accordingly, Purchasers may pay different Purchase Prices for similar Units. The effect of this, as well as the right of Sponsor to change Purchase Prices, is more particularly discussed in the section of the Plan entitled "Changes in Prices and Units." In addition to the payment of the Purchase Price, each Purchaser will be responsible for the payment of certain closing costs and expenses at the time of Closing, as explained in the section of the Plan entitled "Closing Costs and Adjustments" (and for a portion of the Purchase Price and the associated closing costs for the Resident Manager's Unit and Handicap Parking Space as set forth on Schedule A). If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of additional closing costs and expenses relating to such loan. There will be an apportionment of certain charges relating to the Units at the Closing. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENT AGENCY. The Condominium Board has the right to impose and/or regulate license fees and Special Assessments in connection with the Ancillary Amenities. Any monthly license fees imposed shall constitute "additional Common Charges" under the terms of the Condominium Documents.

4. The Common Interest of each Unit in the Common Elements has been determined pursuant to the method set forth in Real Property Law section 339-i(l) based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium,

the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv).

5. The estimated monthly Common Charges for each Unit are based on Schedule B - Budget for First Year of Condominium Operation prepared by Budget Expert on the assumption that the First Year of Condominium Operation will be the year from November 1, 2024 through October 31, 2025. The actual First Year of Condominium Operation may be earlier or later than such year. In addition to these estimated payments, each Unit Owner will be responsible for real estate taxes on the Unit, mortgage payments under a loan, if any, obtained to finance the purchase of the Unit, the cost of electricity supplied to the Unit which will be separately metered and payable either directly to the utility company or to the Condominium Board for payment to the utility company, the cost of any insurance which the Unit Owner obtains for the Unit and the cost of interior repairs and decorations to the Unit. See the section of the Plan entitled "Schedule B-1 - Budget for Individual Energy Costs" concerning estimates of certain electric costs for the Units.

As discussed in the section of the Plan entitled "Description of Property and Improvements" subsection "Services and Facilities," the full range of services and facilities described in the Plan may not be available until approximately 12 months after the First Closing.

6. The following discussion of certain income tax consequences of the ownership of Units by Purchasers who use such Units as a personal residence was based, in part, upon the opinion letter prepared by Olshan Frome Wolosky LLP ("Income Tax Counsel"), a copy of which is set forth in Part II of the Plan. Subject to certain exceptions and limitations that are more particularly discussed in the Income Tax Counsel's opinion letter, it is the opinion of Income Tax Counsel that a Unit Owner who uses his or her Unit exclusively as a personal residence and itemizes his or her deductions will, under current U.S. federal, New York State and New York City income tax Law, be entitled to a deduction for mortgage interest and state and local real property taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers. Purchasers should note that interest paid on a mortgage secured by a personal residence generally is deductible only with respect to indebtedness that is incurred in acquiring or substantially improving a principal or secondary personal residence and, for taxable years beginning after December 31, 2017 and before January 1, 2026, only up to an aggregate indebtedness of $750,000 (or $375,000 in the case of a married individual filing a separate return). Sponsor makes no representation concerning the availability of any tax deductions. (See the section of the Plan entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" for more details.)

It is estimated that the aggregate real estate taxes payable with respect to all Units for the First Year of Condominium Operation will be approximately $3,261,129, assuming (a) an estimated transitional/taxable assessed valuation for the Property of $20,495,244 for the last 8 months of the 2024/2025 tax year reflecting the assessment for a partially constructed property, (b) an estimated transitional/taxable assessed valuation for the Property of $37,264,080 for the first 4 months of the 2025/2026 tax year reflecting the assessment for a fully constructed Property, and (c) a tax rate of 12.502% per $100 of assessed valuation for the 2024/2025 and 2025/2026 tax years.

Purchasers are advised that the value of the Building will increase once the Building is assessed as being fully constructed, which means that the real estate taxes may be significantly higher than those projected in the Plan for the First Year of Condominium Operation. Purchasers should note that once the Building is assessed as being fully constructed, it is estimated that the real estate taxes will total approximately $4,705,343 during the first tax year in which construction will be complete, assuming no change in the above listed tax rate assessments.

In arriving at the assessed valuation for each Unit in the Condominium, the Building is first assessed as an entity. This overall assessment is then apportioned among the respective Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Tax Lot Drawings are filed with the Register's Office. For purposes of Schedule A, the projected real estate taxes for the Building were apportioned among the Units based on Common Interest percentages. It is possible that the apportionment will be based in part upon the proportion the offering price as set forth on Schedule A for each Unit bears to the gross sellout price for all Units offered for sale in the Condominium and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular Units. There is no assurance that the City of New York tax assessor will allocate taxes among Units based upon Common Interest percentages.

Although the estimate of New York City real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, apportionment or taxes among the Units and tax rates, when actually established by the City of New York, may be lesser or greater. Accordingly, these estimates are to be considered opinions and are not intended, and should not be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. In no event will Sponsor, its principal, Income Tax Counsel, Real Estate Tax Counsel or Selling Agent be liable to any Purchaser nor will any Purchaser have the right to rescind the Purchase Agreement if the assessed valuations, tax rates or taxes, when actually established, are lesser or greater than that projected herein or if the Administrative Code and the applicable rules and regulations of the City of New York are changed in the future.

At such time as the Units have been separately assessed for real estate tax purposes, each Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes assessed against any other Unit.

7. These figures represent the aggregate estimated monthly carrying charges which include estimated Common Charges and estimated real estate taxes.

Each Purchaser of a Unit will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium at Closing, in an amount equal to 2 months' Common Charges with respect to the Unit based on the Condominium budget in effect as of the Closing Date. The payment of the Working Capital Fund shall be required of all Purchasers of Units, whether purchased from Sponsor or purchased from a Unit Owner on a resale.

8. At the First Closing, Sponsor will execute, acknowledge and deliver to Escrow Agent a deed conveying fee title to the Resident Manager's Unit to the Condominium Board, which will own the Resident Manager's Unit on behalf of all Unit Owners for use as the residence of the Resident Manager. Escrow Agent will hold the deed in escrow for the benefit of Sponsor and the Condominium Board pending payment to Sponsor of the Purchase Price for the Resident Manager's Unit ($2,384,671) plus all closing costs incurred in connection with the purchase of the Resident Manager's Unit, including, without limitation, recording fees, title insurance, legal fees, transfer taxes and other transaction fees, which are currently estimated to be approximately $84,671 (collectively, together with closing costs, "RMU Purchase Price"). The RMU Purchase Price shall be paid in the following manner: at the Closing of each Unit, each Purchaser will be required to pay on behalf of the Condominium Board, Purchaser's share of the RMU Purchase Price, determined in accordance with the Common Interest of the Unit acquired in proportion to the Common Interest of all Units (other than the Resident Manager's Unit) (each, an "RMU Allocation"). The foregoing estimate of closing costs is subject to change based on factors including without limitation rates and other policies issued by the New York State Department of Finance and required by the Condominium's title company, with the understanding that, in the event that the final amount of closing costs exceeds the foregoing estimate, Sponsor shall not have any liability for such

excess. The amount of each Unit's RMU Allocation is set forth in the section of the Plan entitled "Schedule A – Purchase Prices and Related Information." Each payment of this RMU Allocation shall be made payable to Escrow Agent who shall hold such payment in escrow for the benefit of Sponsor in an interest-bearing escrow account. Escrow Agent shall release the escrowed funds (together with all interest earned thereon) to Sponsor and the deed to the Condominium Board (collectively, "RMU Closing") upon: (i) the Closing of Title to all Units; and (ii) the discharge by Sponsor of all then-existing mortgage(s) encumbering the Resident Manager's Unit ("Resident Manager's Unit Release Date"). Notwithstanding the foregoing, Sponsor reserves the right, in its sole discretion, to hold the RMU Closing prior to the Closing of Title to all Units, in which case Sponsor shall thereafter continue to receive each RMU Allocation directly from each Purchaser at the Closing. There is no representation that the taxing authorities will not require that each RMU Allocation be included in the total consideration deemed to have been paid by Purchaser at Closing, in which case additional transfer taxes may be payable by Purchaser. As of the date of the RMU Closing, all costs and expenses (including without limitation utilities, parking fees, real estate taxes, cost of repairs, alterations, and improvements) attributable to the Resident Manager's Unit will be payable by the Condominium Board and included in the Common Charges payable by Unit Owners, and each Unit Owner will be individually liable therefore to the extent of the Unit's General Common Interest. Sponsor shall rent the Resident Manager's Unit or another Unsold Unit to the Condominium for housing the Resident Manager until the RMU Closing, in which event the Condominium shall pay to Sponsor rent, from the date of the First Closing until the RMU Closing, in an amount equal to the sum of the following: (a) real estate taxes assessed against the Unit occupied by the Resident Manager, and (b) any and all other costs associated with maintenance of the Unit occupied by the Resident Manager as described in Schedule B. Such rental payments will not be credited against the Purchase Price.

9. At the First Closing, Sponsor will execute, acknowledge and deliver to Escrow Agent a license to a Handicap Parking Space ("Handicap Parking Space License"), conveying a licensed interest in the Handicap Parking Space to the Condominium Board, and Escrow Agent will hold the Handicap Parking Space License in escrow for the benefit of Sponsor and the Condominium Board pending payment to Sponsor of the Purchase Price for the Handicap Parking Space Handicap Parking Space ($500,000) plus all closing costs incurred in connection with the purchase of the Handicap Parking Space, including, without limitation, legal fees, transfer taxes and other transaction fees, which are currently estimated to be approximately $10,010 (collectively, with closing costs, "HPS Purchase Price"). The HPS Purchase Price shall be paid to Sponsor in the following manner: at the Closing of each Unit, each Purchaser will be required to pay, on behalf of the Condominium Board, Purchaser's share of the HPS Purchase Price, determined in accordance with the General Common Interest of the Unit acquired in proportion to the General Common Interest of all Units, after excluding the General Common Interest attributable to the Resident Manager's Unit (each, an "HPS Allocation"). The foregoing estimate of closing costs is subject to change based on factors including without limitation rates and other policies issued by the New York State Department of Finance, with the understanding that, in the event that the final amount of closing costs exceeds the foregoing estimate, Sponsor shall not have any liability for such excess. The amount of each Unit's HPS Allocation is set forth in the section of the Plan entitled "Schedule A – Purchase Prices and Related Information." There is no guarantee or assurance that the taxing authorities will not require that the HPS Allocation be included in the total consideration deemed to have been paid by Purchaser at Closing, in which case additional transfer taxes may be payable by Purchaser. Each payment of the HPS Allocation shall be made payable to Escrow Agent who shall hold such payment in escrow for the benefit of Sponsor in an interest-bearing escrow account ("HPS Escrowed Funds"). Escrow Agent shall release the Handicap Parking Space License to the Condominium Board and all HPS Escrowed Funds (to the extent accrued, together with all interest earned thereon) to Sponsor ("HPS Closing") on or before the Closing of Title to all Units. Notwithstanding the foregoing, Sponsor reserves the right, in its sole discretion, to hold the HPS Closing prior to the Closing of Title to all Units, in which case Sponsor shall thereafter continue to receive each HPS Allocation directly from each

Purchaser at the Closing. As of the date of the HPS Closing, all costs and expenses (including without limitation parking space license fees) attributable to the Handicap Parking Space will be payable by the Condominium Board and included in the Common Charges payable by Unit Owners, and each Unit Owner will be individually liable therefore to the extent of the Unit's General Common Interest. The Handicap Parking Space may be rented by Sponsor prior to the HPS Closing on a month to month basis to any Person; however, any such lease may be terminated on not less than thirty (30) days' notice if a Qualifying Handicapped Person wishes to rent the Handicap Parking Space. In the event that Sponsor rents the Handicap Parking Space to the Condominium, such rental payments will not be credited against the Purchase Price.

SCHEDULE B – BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

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SCHEDULE "B"

720 West End Avenue Condominium

Projected Budget for the Projected First Year of Condominium Operation

November 1, 2024 – October 31, 2025

PROJECTED INCOME:

Common Charges (1)……	$3,334,702
Parking License Income (2)……	$ 20,248
Storage License Income (3)…….……..	$ 21,926
TOTAL PROJECTED INCOME…….……..	$3,376,876

PROJECTED EXPENSES:

Wages, Payroll Taxes & Benefits (4)……	$1,636,397
Generator, Hot Water and Corridor Ventilation Gas (5)	$ 91,419
Cooking, Fireplace & Amenities Heater & Dryer Gas (6)	$ 6,562
Electricity (7)……..	$ 678,457
Water & Sewer (8)…….	$ 188,199
Repairs & Maintenance (9)……	$ 50,000
Services & Supplies (10)…….	$ 230,844
Insurance (11)…..…….	$ 170,500
Management Fee (12)…….	$ 85,000
Legal & Auditing Fees (13)……	$ 15,000
Parking Facility (14)……	$ 20,248
Storage Locker Expense (15)……	$ 1,000
Resident manager's Unit (16)……	$ 30,000
Administration (17)……..……	$ 30,000
Reserve Fund (18)……	$ 103,250
Contingency (19)……..…….	$ 40,000
TOTAL PROJECTED EXPENSES (20)……..……	$ 3,376,876

The accompanying notes are an integral part of this Schedule B and should be read in conjunction herewith

Notes to Schedule B

(1) COMMON CHARGES - (Budget-$ 3,334,702)

The estimated Common Charges to be collected from Unit Owners during the First Year of Condominium Operation are based upon the assumption that the First Year of Condominium Operation will be the twelve months commencing November 1, 2024. The actual first year of operation may be earlier or later.

In the event the actual or projected date of the First Closing is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated common charge projections. If the total common charge projections in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days, to rescind their Purchase Agreements and receive, within a reasonable period of time, a refund of their Deposits, together with any interest earned thereon (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind). The Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the Plan.

(2) PARKING SPACE LICENSE INCOME - (Budget - $20,248)

Parking Space Licensees shall pay their pro-rata shares of the projected costs incurred by the Condominium attributable to operation of the Parking Space Area as set forth in footnote 14 below ("Parking Space License Fees"), which is anticipated to be $20,248 during the projected First Year of Condominium Operation. The Parking Space License Fees shall be payable and collected in the same manner as Common Charges.

(3) STORAGE LICENSE INCOME - (Budget - $21,926)

There will be 95 Storage Licenses that will pay an annual fee of $1.00 per square foot per month for use of the storage lockers. During the first year of condominium operation, the fee is anticipated to be $21,926. This charge will be borne by the storage locker licensees.

(4) WAGES, PAYROLL TAXES & BENEFITS - (Budget - $1,636,397)

The budgeted amount includes base wages, worker's compensation and disability insurance, health benefits, payroll taxes and the cost of sick days, holidays and vacation pay for a projected building staff of a Resident Manager; 24 hour per day, 7 days per week concierge; 1 handyperson; 16 hours per day, 7 days per week doormen; and 4 porters. The projected level of staffing for the Building complies with all applicable housing and labor laws. It is anticipated that such employees will be non-union members but will be paid pursuant to the prevailing wage schedule.

Position	**Base Wage Rate**
(1) Resident Manager	$ 120,000 per annum
(1) Handyperson	24 Weeks @ $1,360.58 per week 28 Weeks @ $1,415.00 per week
(11) 4.2 concierges 24/7; 2.8 doormen 16hr/7days, 4 porters	24 Weeks @ $1,237.74per week 28 Weeks @ $1,287.25 per week

The projections allow for 28 sick days, holidays and vacation pay and miscellaneous payroll expenses.

Total Base Wages	$1,038,752
FICA @ 7.65% of Base Wages	$ 79,465
Worker's Compensation @ 5.5% of total wages	$ 57,131
FUI and FUTA-NYS Unemployment, @ $600 per employee	$ 7,800
NYS Disability @ $500 per employee	$ 6,500
Health @ $26,057 per full time employee	$338,739
Pension @ $7,419 per full time employee	$ 96,450
Legal @ $369.20 per full time employee	$ 4,800
Annuity @ $520 per full time employee	$ 6,760
Total Benefits	$597,645
TOTAL WAGES, TAXES & BENEFITS	$1,636,397

All Units will share in this expense based upon each Unit's Common Interest Percentage.

(5) GENERATOR, HOT WATER and CORRIDOR VENTILATION GAS - (Budget - $91,419)

The budgeted amount is based upon a letter from MGE Engineering, P.C., located at 116 West 32nd Street, New York, NY 10001 Sponsor's consulting engineers, dated November 19, 2023. It is anticipated that the annual consumption of gas for generator, hot water and ventilation for the Units and Common Elements will be approximately 48,887 therms at $1.70 per therm for a total cost of $83,107. A 10% inflation factor has been added.

It is not possible to predict how closely the budgeted figure will reflect the actual cost of gas for heat and hot water during the First Year of Condominium Operation, because such cost will vary with the level of consumption and the price of gas. Consumption will be affected by the severity of the weather and by any conservation measures adopted by the Condominium Board or individual Unit Owners. All Units will share in this expense based upon each Unit's Common Interest Percentage.

(6) COOKING, FIREPLACE & AMENITIES HEATERS AND DRYER GAS- (Budget-$6,562)

The Units will not be separately metered for gas to be used for cooking, fireplaces, amenities heaters and dryer gas. Based on a letter dated November 19, 2023 from MGE, it is estimated that the annual gas cost for apartment cooking, fire place, amenities heaters and dryers based on 3,509 therms a year at an average price of $1.70 per therm, will be $5,965. A 10% inflation factor has been added. All Units will share in this expense based upon each Unit's Common Interest Percentage.

(7) ELECTRICITY - (Budget -$678,457)

The electricity consumption for the First Year of Condominium Operation for the Common Elements was estimated by MGE in a letter dated November 19, 2023, at 2,284,366 kilowatt hours of electricity, at an average rate of $.27 per kilowatt hour of electricity including applicable sales tax, resulting in an annual cost of $616,779. This is based on common area loads being supplied through a single house meter at Con Edison rate SC9-1 costs are calculated based on current effective rates and will vary month to month based on fuel adjustment and surcharge.

This estimate includes costs for the common area air conditioning units, amenity facility, distribution pumps, miscellaneous floor loads, elevators, and lighting. Electricity costs can vary depending upon consumption and demand factors.

An 10% inflation factor has been added. All Units will share in this expense based upon each Unit's Common Interest Percentage.

Please see Schedule B-1 for projected individual usage.

(8) WATER & SEWER – (Budget - $188,199)

The Building will have a single main water meter, which will measure actual water usage. Based upon a letter from MGE dated November 19, 2023, water and sewer charges are based upon a combined charge of $11.63 per 100 Cu. Ft. and estimated consumption of 14,712 C.C.F. Water and sewer costs will be $171,090.

A 10% inflation factor has been added. All Units will share in this expense based upon each Unit's Common Interest Percentage.

(9) REPAIRS & MAINTENANCE – (Budget - $50,000)

Since the Building will be newly renovated and/or constructed it has no operating history upon which to project future costs of repairs and maintenance. No major capital repairs are included in the First Year's Budget since substantial aspects of the Building's construction and systems will be refurbished or new.

The budgeted figure for this item includes the cost of normal maintenance and repairs to the Common Elements of the Building that are the responsibility of the Condominium. Each Unit Owner will be responsible for the cost of the interior maintenance, repairs, decoration and painting of their respective Units as more particularly set forth in the By-Laws. All Units will share in this expense based upon each Unit's Common Interest Percentage. This footnote is based upon the expertise and experience of Penmark Property Advisors, LLC, who certified this budget.

(10) SERVICE & SUPPLIES - (Budget - $230,844)

The budgeted amount includes the cost of cleaning equipment and miscellaneous supplies for the Common Elements, as well as the anticipated cost of service contracts during the First Year of Condominium Operation.

All of the mechanical systems within the Building will be new, and some will be under a full service maintenance contract for the First Year of Condominium Operation from the contractor who will install the system.

While this Schedule B includes a reasonable allowance for possible increases in cost that may occur prior to and during the First Year of Condominium Operation, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

It is projected that the Condominium will enter into maintenance agreements for the following service:

Heating and Cooling System	$48,000
Elevator Maintenance	$51,844
Sprinkler System/ Fire Protective Alarm System	$10,000
Exterminator	$ 4,000
Uniform Cleaning & Maintenance	$12,000
Water Treatment	$10,000
Generator	$ 7,000
Building Link	$ 3,000
Virtual Concierge	$40,000
Landscape Maintenance	$10,000
Miscellaneous Supplies	$35,000

Service/maintenance contracts will be finalized and put in place based upon the recommendation of Managing Agent in its experience with respect to comparable buildings. All Units will share in this expense based upon each Unit's Common Interest Percentage.

(11) INSURANCE – (Budget - $ 170,500)

Based upon the proposal dated August 28, 2023, from USI , having an office address 333 Westchester Ave., White Plains, NY, the following insurance coverage will be obtained for the Building for the First Year of Condominium Operation:

A Comprehensive Condominium Package Policy, including Boiler & Machinery and Water Damage, with the following General Coverage and Limits:

Property

Blanket Real and Personal Property	$100,000,000 All Risk of Physical Loss Subject to policy terms and Conditions
Business Income	$2,200,000
Valuation	Replacement Cost
Coinsurance	Waived – Agreed Amount
Ordinance or Law Undamaged Portions	Included
Increased Cost of Construction and Demolition	$50,000,000
Equipment Breakdown	Included
Off Premises Power Failure	$1,000,000
Flood	$ 25,000,000
Earthquake	$ 25,000,000
Terrorism(Tria)	Included
Mold	$1,000,000
Named Windstorm	Included

Deductibles

All Causes of Loss Except	$25,000
Flood, Earthquake and Water Damage	$50,000
Business Income Waiting Period	24 Hours

GENERAL LIABILITY

General Aggregate	$2,000,000
Product and Completed Ops	$1,000,000
Personal and Advertising	$1,000,000
Per Occurrence	$1,000,000

Fire damage legal liability…….. $50,000
Medical Payments…….$5,000
Non Owned/Hired Autos……..…….$1,000,000
Employees as Additional Insured……..…….Included
Unit Owners as Additional Insured……... Included
Employee Benefits Liability……. $1,000,000
Deductible……. $1,000
Garage Keepers Legal Liability…… $1,000,000

DIRECTORS & OFFICERS LIABILITY
Limits of Liability…… $1,000,000
Deductible…… $5,000
Managing Agents Rider……..... Included

UMBRELLA LIABLITY
Per occurrence……..... $40,000,000
Aggregate…….. $40,000,000
Self Insured Retention…….. $10,000

CRIME
Employees Dishonesty Limit……. $1,000,000
Depositor's Forgery……$1,000,000
Managing Agent's Rider…….Included
Non-Compensated D&O…….Included
Deductible……$1,000

The annual premium for the above-mentioned insurance policy is estimated to be $170,500.

The proposed property insurance will include an agreed-amount endorsement and a replacement cost valuation provision. As a result of these provisions, the insurer will agree to waive any co-insurance that might exist and to settle all losses on a replacement cost basis.

The 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 and Permitted Mortgagees; a waiver of subrogation; a waiver of invalidity because of the acts of the insured and Unit Owners; and a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

The condominium's coverage will not provide coverage for fire or casualty loss to personal property, furniture, furnishing, ceilings or finish floorings in units, or replacements, additions, fixtures or other improvements in units for which unit owners are responsible, or liability insurance for the unit owner for claims for personal injury or property damage resulting from occurrences in individual units or any common elements exclusive to such units. Unit owners are required to carry insurance on their units as set forth in the By-Laws.

The quotation above for premium costs is a projection made by USI for the projected first year of the Condominium's operation beginning on November 1, 2024. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the first of the year of condominium operation when insurance is put in place. Purchasers should be aware of the possibility of rate increases. Sponsor is advised that the projected property insurance is adequate for replacement of those portions of the building for which the Board of Managers is responsible in the event of a total loss. The carriers will be selected at the time the coverage is bound. Both property and liability insurance will be bound by the time of First Closing.

Each individual Unit Owner must obtain additional insurance at his own cost for the following coverage, which is not included in the above coverage:

- fire or casualty losses to the contents of his unit and any replacements, additions, upgraded fixtures and improvements therein; and

- liability for personal injury or property damage as a result of occurrences in his Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the Unit.

The cost of Insurance is for the entire Condominium and has been allocated to all Units within the Condominium based upon each Unit's Common Interest Percentage.

(12) MANAGEMENT FEE - (Budget - $85,000)

At or prior to the First Closing, the Condominium will enter into a management agreement with First Service Residential having an office address at 575 Fifth Avenue, New York, NY, a real estate management firm. The agreement will be for an initial term of 3 years. Thereafter, the agreement will be automatically renewed on an annual basis but may be cancelled by either party with or without cause, upon not less than sixty (60) days' prior written notice.

The Managing Agent will receive an annual fee of $85,000 payable in equal monthly installment of $7,083.33. The Managing Agent's fee for the First Year of Condominium Operation is comparable to the "going rate" for similar services in comparable buildings.

The Management Fee has been allocated to all Units in the Condominium based on each Unit's Common Interest Percentage.

See the section of the plan entitled "Management Agreements" for further details.

(13) LEGAL & AUDIT FEES – (Budget - $15,000)

The Condominium will engage a law firm to act as the attorney for the Condominium. The estimated cost for these services for the Condominium's first year is $5,000. It is anticipated that the Condominium will enter into an agreement with Bass & Lemer LLP, located at 838 Hempstead Ave, West Hemstead, NY 11552 to provide audited tax returns and financial statement preparation services for the Condominium. It is estimated that the first year cost for these services will be $10,000.

These professional fees have been allocated to all Units in the Condominium based on each Unit's Common Interest Percentage.

(14) PARKING FACILITY – (Budget - $20,248)

There shall be fifteen (15) Parking Spaces (including one Handicap Parking Space) located in the Parking Space Area. The Parking Space Area shall be located on the ground floor of the Building, and shall comprise a single-level parking area with pavement striping to distinguish between the Parking Spaces. The Parking Space Area shall be a General Common Element, and each Parking Space shall be licensed to Unit Owners for the exclusive use of such licensee. Although the Parking Space Area is located on the ground floor, it shall be only accessible from the second floor via a vehicle lift located on West 95th Street. Residents will be able to access the Parking Space Area by utilizing a remote control to open the external entrance to the vehicle elevator on the second floor, which will activate the vehicular elevator and prompt an "in use" light signal. The same procedure applies when residents are exiting the Parking Space Area by opening the internal entrance to the vehicle elevator on the ground floor. Sponsor reserves the right to substitute the remote control and other operational features of the vehicle lift for a different mechanism that provides equal or better service.

The budgeted amount for the Parking Facility will include the cost of the Elevator Maintenance in the approximate amount of $5,000 and electric costs estimated by MGE in a letter dated November 19, 2023 to be approximately 51,344 kW at a rate of $0.27 per kW-HR for a total cost of $13,863. A 10% inflation factor has been added to the electric cost. These costs will be borne solely by the Parking Facility Licensees as described in footnote 2.

(15) STORAGE LOCKER EXPENSES - (Budget - $1,000)

The Storage Lockers and Storage Locker areas require minimal usage of condominium utilities. This amount is estimated to be $1,000 per year. This budget expense will be paid solely by the Storage Locker Licensees.

(16) RESIDENT MANAGER UNIT COSTS - (Budget - $30,000)

Residential Unit 12M shall be designated as the Resident Manager's Unit and will be occupied by the Resident Manager of the Building and owned by the Condominium.

The Condominium will be responsible for the Real Estate Taxes on the Unit. The estimated Real Estate Taxes for the first year of Condominium operation will be approximately $21,000. The Condominium will also be responsible for the cost of the electricity and basic telephone service for the Resident Manager's Unit as well as basic repairs. It is estimated that the cost of these items will be approximately $9,000 in the first year of Condominium operation. The estimated costs for the Resident Manager's Unit for the Condominium's first year of operation is $30,000.

The estimated cost for electricity, basic telephone service and basic repairs are based off of Penmark Property Advisors' prior experience in managing other similar buildings.

This cost will be allocated to all Units in the Condominium based on each Unit's Common Interest Percentage.

See the section of the plan titled entitled "Real Estate Taxes" for further information regarding the projected real estate taxes for the Resident Manager's Unit.

(17) ADMINISTRATION – (Budget - $30,000)

The budgeted amount includes anticipated expenses for telephone, cell phones, postage, printing, miscellaneous office supplies, payroll processing costs, permits and fees, and local telephone and internet usage in the Resident Manager's office. This figure was determined by our experience in managing buildings of similar type.

These costs for administration have been allocated to all Units in the Condominium based on each Unit's Common Interest Percentage.

(18) RESERVE FUND – (Budget - $ 103,250)

This reserve fund is the product of a Reserve Fund Study. This fund will be used towards future capital repairs, replacements and improvements of certain Common Elements and facilities of the Building. No representation is made as to the actual or anticipated cost, or timing or nature of any such capital work or the adequacy of any such reserve.

(19) CONTINGENCY – (Budget - $40,000)

This item is included in the budget to provide funds for unforeseen increases in Common Expenses before or after the First Closing or to cover expenses not included in this budget.

The reserve fund is for capital repairs and improvements and the contingency fund is for unforeseen costs.

(20) TOTAL PROJECTED EXPENSES – (Budget -$3,376,876)

The projections set forth in this budget assume that the First Year of Condominium Operation will cover the period from November 1, 2024 through October 31, 2025.

IN THE OPINION OF PENMARK PROPERTY ADVISORS, LLC, HAVING AN OFFICE AT 250 EAST 87TH STREET, STE. 28G, NEW YORK, NY 10128 . THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

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SCHEDULE B-1 - PROJECTED INDIVIDUAL ENERGY COSTS BUDGET

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SCHEDULE B-1
Projected Individual Energy Costs Budget

MG Engineering, PC, having an office at 116 West 32nd Street, New York, NY 10001 provided the following estimate, dated November 19, 2023, of annual electric energy costs for lighting and for operating the typical electrical appliances located in each Unit.

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 Sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of Unit Owners and weather conditions.

The First Year of Condominium Operation is projected to be from November 1, 2024 through October 31, 2025.

Schedule B-1

Number of Bedrooms	Average Square Feet per Apt.	Lighting & Power (KW)	Lighing & Power (kWHrs)	Electric Dryer Load (kW)	Dryer Useage (KWHrs)	Electric Oven Load (KW)	Oven Usage (KWHrs)	Estimated AC Load (kW)	Annual AC Usage (kWHrs)	Total Electric Heating (kW)	Htg Power (KWHrs)	Total Usage (KWHRs)	Estimated Yearly Electric Cost ($) (Without ACCU Component)	Estimated Yearly Electric Cost ($) for Residential BB Shared ACCU Component	Estimated Yearly Total Electric Cost ($) (Residential Without ACCU Component + Residential BB Shared ACCU Component)
1	893	7.2	3,144	5.00	780	6.40	1,168	0.45	460	1.10	1,787	7,339	$1,981	$3,233	$5,214
2	1,497	9.0	3,938	5.00	780	6.40	1,168	0.75	771	1.10	1,787	8,444	$2,280	$5,420	$7,700
3	1,947	10.3	4,529	5.00	780	6.40	1,168	0.97	1,003	1.10	1,787	9,266	$2,502	$7,049	$9,551
3P	2,687	12.6	5,502	5.00	780	6.40	1,168	1.34	1,384	1.10	1,787	10,620	$2,867	$9,728	$12,595
4	2,756	12.8	5,592	5.00	780	6.40	1,168	1.37	1,419	1.10	1,787	10,746	$2,901	$9,978	$12,879
4P	2,631	12.4	5,428	5.00	780	6.40	1,168	1.31	1,355	1.10	1,787	10,518	$2,840	$9,525	$12,365
5	3,695	15.6	6,826	5.00	780	6.40	1,168	1.84	1,903	1.10	1,787	12,463	$3,365	$13,378	$16,743

Ltg/pwr useage based on occupancy of 6 hrs per day and 20% demand factor
Dryer useage based on 2 times a week at 1.5 hour per useage
Oven Useage based on daily use at 60 minutes a day
Electric Charge - $0.27 / KWH

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OPINION OF COUNSEL RE: REAL PROPERTY LAW SECTION 339-I

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STARR ASSOCIATES LLP
ATTORNEYS AT LAW

220 EAST 42 STREET
NEW YORK, NY 10017
TEL 212 620 2680
FAX 212 898 0389
www.starr-lawfirm.com

March 14, 2024

720 WEA Ventures LLC
c/o InterVest Capital Partners
425 Park Avenue, 35th Floor
New York, NY 10022

Re: 720 West End Avenue Condominium
720 West End Avenue
New York, NY 10025 ("Property")

Ladies and Gentlemen:

You have requested our opinion regarding the allocation of Common Interest to the Units at the Property as required by NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the Condominium Offering Plan ("Plan") for the Property.

In connection with the rendering of this opinion we have reviewed the determination of Common Interest as shown on Schedule A of the Plan and the Declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is also based upon the factual determinations made by Corcoran Sunshine Marketing Group ("Real Estate Broker") set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Real Estate Broker. Accordingly, in the event that facts presented by Real Estate Broker were or prove incorrect in no event will Starr Associates LLP be liable.

Based upon our review of the foregoing, we have determined that the method selected by Real Estate Broker to calculate the percentage of Common Interest is permissible under Real Property Law ("RPL") section 339-i(l) based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv).

This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will Sponsor, Starr Associates LLP, Selling Agent, Managing Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL section 339 or other applicable Law.

The opinion expressed herein is based solely on New York Law.

Very truly yours,

STARR ASSOCIATES LLP

By: Samantha Sheeber
Name: Samantha Sheeber
Title: Partner

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REAL PROPERTY LAW SECTION 339-I COMPLIANCE LETTER

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PENMARK
PROPERTY ADVISORS, LLC

PART 20: LETTER TO ATTORNEY GENERAL
RE: REAL PROPERTY LAW SECTION 339-i.1 COMPLIANCE

February 23, 2024

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, New York 10005

Re: Condominium Offering Plan
720 West End Avenue Condominium
720 West End Avenue
New York, NY 10025

Dear Sir/Madam:

720 WEA Ventures LLC ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained Penmark Property Advisors LLC ("Firm") to review the percentage of Common Interest in the Common Elements allocated to each Unit in the Property set forth in Schedule A of the Offering Plan.

The Firm is licensed as a real estate brokerage firm in the State of New York. The principals of the Firm have been engaged in the real estate business for over 40 years and have been actively associated with sale and management of condominium and cooperative buildings.

The Firm has been advised by Sponsor that the Common Interest of each Unit has been determined in accordance with Real Property Law Section 339-i.1 based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv).

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

The Firm certifies that it is not owned or controlled by Sponsor and that it has no financial interest in the offering other than its fee for services rendered in connection with the preparation of this letter. The Firm understands that a copy of this letter is intended to be incorporated into the Offering Plan.

PENMARK PROPERTY ADVISORS, LLC
250 EAST 87th STREET, 28G
NEW YORK, NY 10128
T: 212 702 8732 C: 516 316 8102 PENMARKPROPERTYADVISORS.COM

PENMARK
PROPERTY ADVISORS, LLC

All capitalized terms not defined in this letter shall have the meaning ascribed to them in the Offering Plan.

Very truly yours,

PENMARK PROPERTY ADVISORS LLC

By: _____
Name: Leslie Bogen Winkler
Title: Manager

PENMARK PROPERTY ADVISORS, LLC
250 EAST 87th STREET, 28G
NEW YORK, NY 10128
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CHANGES IN PRICES AND UNITS

Purchase prices and other terms of sale for the Units offered are negotiable, in Sponsor's sole discretion. Sponsor reserves the right to enter into a Purchase Agreement with a Purchaser, as a result of an individually negotiated transaction, to sell one or more Units at prices lower than those set forth in Schedule A, or to modify any other term of sale, without filing an amendment to the Plan. No Purchaser has the right to benefit from any price, term or condition negotiated with any other Purchaser. Sponsor further reserves the right, at any time and without notice to, or consent of, any Purchaser, Unit Owner or mortgagee, to increase the price of any Unit by a duly filed amendment to the Plan. Purchase prices set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change in price (a) is an across the board increase or decrease affecting one or more lines of Units or Unit models, (b) is an increase affecting one or more Units, or (c) is to be advertised. Modifications to the terms and conditions of sale affecting all Purchasers must be modified by a duly filed amendment to the Plan.

The location in the Building, approximate size and layout of the Units are shown on the Floor Plans set forth in Part II of the Plan.

In addition to the other rights reserved by Sponsor as set forth in the Plan, Sponsor reserves the right at any time (before and after the recording of the Declaration) and for any reason (except to the extent prohibited by Law), without giving prior notice and without the consent of the Condominium Board, any Unit Owner, or mortgagee, to (a) change the size, layout, and/or square footage of, or number of rooms in, any Unsold Unit, including without limitation by dividing one or more such Unsold Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between two or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit into such Unsold Unit without changing the percentage of Common Interest of such Unit, and (b) if appropriate, reapportion among the Unsold Units affected by any such changes their aggregate Common Interest. In the event of any change pursuant to either (a) or (b) above or in the event of any material change to the size or quality of the Common Elements, such change shall be disclosed in a duly filed amendment to the Plan and, if applicable, in a duly recorded amendment to the Declaration. Provided that Purchaser is not in default of its obligations under the Purchase Agreement, no change will be made with respect to such Unit for which a Purchase Agreement is then in effect which materially decreases the square footage (measured in accordance with the Plan) of such Unit unless the Purchaser consents to such changes. A decrease in a Unit's square footage of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be material. There is a rebuttable presumption that square footage that is diminished by 5% or less is not material. The foregoing reservations of Sponsor's rights to make changes is subject to the governing regulations of the Department of Law which provide for (i) an affected Purchaser's consent for any material changes in the size, layout, or percentage of common interest of a Unit provided that such affected Purchaser is not in default of its obligations under the Purchase Agreement and (ii) all Purchasers' consents for any material change in the size or material adverse change in the quality of the Common Elements. Notwithstanding anything to the contrary, a change in a Unit's Common Interest of less than 5% may be made without the consent of the affected Purchaser(s) if such change in Common Interest arises from a non-material change in the square footage (measured in accordance with the Plan) of such Unit resulting from, among other things, the latest specifications, construction/renovation conditions, variances, and/or tolerances, and/or "as-built" plans for the Building, Common Elements, and/or Units. Provided Purchaser's consent is not required, a Purchaser will not be excused from purchasing the Unit and will not have any claim against Sponsor as a result of any such change and such change will not affect a Purchaser's obligations under the Purchase Agreement or the Plan. If Purchaser's consent is required as a result of a change due to field conditions and construction variances and tolerances, or as a result of changes in Law (including without limitation applicable building codes and regulations) and Purchaser refuses to consent, then in such event, Sponsor's sole obligation shall be to terminate the Purchase Agreement and refund to Purchaser all Deposits

made under the Purchase Agreement and any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price of the Unit or otherwise be relieved from any obligations under the Purchase Agreement and/or the Condominium Documents by virtue of a non-material inaccuracy or error in the Floor Plans.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid or otherwise, nor may the Common Interest of any Unit be changed, unless, in each such event, the Declaration and Floor Plans and the Plan are amended with the consent of each Unit Owner whose Unit is directly affected by such change. In the case of a material and adverse change in the size or quality of the Common Elements, no such change shall be made without the consent of every Unit Owner. In such event, Sponsor will have the right to amend or to cause the Condominium Board to amend the Declaration to reflect any such material and adverse change and to file such amendment and any necessary plans and specifications in connection therewith.

Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license, or otherwise transfer to a Unit Owner, any non-material portion of the Common Elements for the exclusive use of such Unit Owner provided that such Common Element was not offered in the Plan as an amenity for the shared use of the Unit Owners of the Condominium. Any such sale, lease, license, or transfer will not require the consent of any other Purchaser or Unit Owner, nor will it require notice to the Condominium Board, except as set forth below. In the event Sponsor sells or otherwise transfers any portion of the Common Elements after the recording of the Declaration and such sale or transfer affects the percentages of Common Interest in the Building, Sponsor will: (i) obtain the consent of the affected Unit Owner(s) and provide notice to the Condominium Board; (ii) disclose such sale or transfer in a duly filed amendment to the Plan; and (iii) reflect such change in an amendment to the Declaration and Tax Lot Drawings, if applicable and required.

The provisions set forth in this section of the Plan shall also apply to Ancillary Amenities, as applicable.

USE AND OCCUPANCY AGREEMENTS

Sponsor reserves the right with respect to any Unsold Unit, to enter into a pre-closing "use and occupancy" agreement ("Use and Occupancy Agreement") with the Purchaser of such Unsold Unit on an interim basis on such terms and conditions as may be agreed to between Sponsor and Purchaser. Purchasers are advised that the occupancy under such Use and Occupancy Agreement is not subject to any governmental regulations, including, without limitation, rent regulations or continued occupancy. Such use and occupancy fees shall be determined by Sponsor in its sole and absolute discretion. No occupancy may commence until a TCO has been obtained for such Unsold Unit. Purchasers are advised that (i) the Use and Occupancy Agreement shall be subordinate to the Sponsor Loans, and (ii) if required by the terms and conditions in any Sponsor Loan, written consent may be required from such Sponsor Lender prior to the execution of any Use and Occupancy Agreement. Sponsor shall not discriminate against any person in connection with any Use and Occupancy Agreement because of race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law.

The Use and Occupancy Agreement shall provide, among other things, that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unsold Unit which is the subject of the Use and Occupancy Agreement will constitute a default under the Use and Occupancy Agreement entitling Sponsor, at its option, to terminate such Use and Occupancy Agreement in accordance with Law. In addition, each Purchase Agreement shall provide that an uncured default by the Purchaser under any Use and Occupancy Agreement with respect to the Unsold Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its option, to terminate such Purchase Agreement and to exercise any remedies provided therein. If Sponsor elects to cancel, Sponsor shall give Purchaser written notice of cancellation and demand for the release of the Deposits, and Purchaser shall have 30 days from the giving thereof to cure the specified default and follow the default procedures set forth in the section of the Plan entitled "Procedure to Purchase." However, prior to Sponsor utilizing the default under the Use and Occupancy Agreement to declare a default under the Purchase Agreement, Sponsor must obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser unless the Purchaser has vacated the Unit. Notwithstanding the foregoing, Sponsor shall make written demand to Purchaser for payment of any monies due at least 30 days before forfeiture of a Purchaser's Deposit may be declared. In addition, in the event a Purchaser is permitted to take possession of the Unsold Unit prior to Closing, such Purchaser will be required to obtain liability insurance and renter's insurance for their own benefit in such amounts as determined by Sponsor, which insurance policies must name the Condominium and Sponsor as additional insureds. A Purchaser who takes possession of a Unit prior to Closing assumes the risk of loss not covered by insurance.

In the event (i) that Purchaser defaults under the terms of the Use and Occupancy Agreement which default is not cured within 10 days of notice (other than Purchaser's failure to make a Payment within ten (10) days of the first day of the month in which such Payment is due, in which event Sponsor shall not be required to send notice of default and the event of default shall be deemed to have occurred on the 11th day after the date on which such Payment is due), or (ii) that the term of the Use and Occupancy Agreement expires, Purchaser agrees to vacate and deliver full possession of the Unit to Sponsor in broom-clean condition within 10 days of written notice from Sponsor or its attorney.

The Use and Occupancy Agreement shall be substantially in the form set forth in Part II of the Plan.

Purchasers entering into a Use and Occupancy Agreement for an Unsold Unit will be required to pay the legal fees of Attorneys for Sponsor in connection therewith upon execution of the Use and Occupancy Agreement. All other charges or other fees due under the Use and Occupancy Agreement will be adjusted as of the Closing of Title to the Unsold Unit and no portion of the Use and Occupancy fee paid under the Use and Occupancy Agreement will be credited towards the Purchase Price of an Unsold Unit unless the Use and Occupancy Agreement expressly provides. Notwithstanding the foregoing, Sponsor will be under no

obligation to enter into any Use and Occupancy Agreement. Purchasers entering into a Use and Occupancy Agreement will be required to abide by any and all Residential Rules and Regulations adopted by the Residential Board with respect thereto, including without limitation, the Smoking Policy. Purchasers are advised to refer to Part II of the Plan to read the Residential Rules and Regulations and Smoking Policy in their entireties.

PROCEDURE TO PURCHASE

A Purchaser desiring to purchase a Unit will be required to execute a Purchase Agreement, which will be in the form set forth in Part II of the Plan. A Purchaser also interested in acquiring an Ancillary Amenity will be required to execute the form of Rider annexed to the Purchase Agreement set forth in Part II of the Plan.

Purchasers shall be afforded not less than 3 business days to review the Plan prior to executing a Purchase Agreement. A Purchaser may obtain the Plan upon payment of a $300 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in substantially the same or similar condition at the time it was borrowed or (ii) the execution by the Purchaser of a Purchase Agreement subsequently accepted by Sponsor. If a Purchaser has not received the Plan at least 3 business days prior to executing a Purchase Agreement, a Purchaser shall have the right to rescind the Purchase Agreement within 7 days from the date Purchaser delivers an executed Purchase Agreement together with the Initial Deposit to Sponsor or Selling Agent. The Purchase Agreement sets forth in detail the terms of sale with respect to each Unit and should be read carefully by Purchaser.

Although a Purchaser may obtain financing from any lending institution or other source, Purchaser's obligation to purchase a Unit is not contingent on Purchaser obtaining financing. In the event a Purchaser defaults under a Purchase Agreement beyond all applicable cure periods for any reason whatsoever, including without limitation any inability to obtain financing, Sponsor shall be entitled to exercise any remedies provided under the Purchase Agreement, including the right to retain the Deposit as liquidated damages. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any form of financing. Purchasers may want to consult with a lending institution and/or finalize their financing arrangements before signing a Purchase Agreement.

While the First Closing is projected to occur on or around November 1, 2024, neither Sponsor nor Selling Agent makes any representation as to the actual closing date for any particular Unit. In addition, as set forth in the Plan and the Purchase Agreement, Sponsor has the right to adjourn the Closing Date from time to time and Purchasers should be aware that if the Closing Date is adjourned, Purchaser's financing terms may be adversely affected, the interest rate may increase and the loan commitment could expire. Sponsor shall have no liability as a result of any scheduling or adjournment of Closing beyond the expiration of a loan commitment.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include, among others, requiring that a certain percentage (such as 70% or more) of the units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulties in obtaining a loan in a building or group of buildings where the percentage of units purchased and owner-occupancy is lower than a lender's particular sales or owner-occupancy minimum. It also may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales or owner-occupancy requirements of lenders.

Even after the Building has been submitted to a condominium regime, lenders may still impose minimum sales and/or owner-occupancy requirements before granting a loan. It then may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to such minimum sales and/or owner-occupancy requirements.

Purchase Agreements will not be binding on Sponsor until approved and executed by it, and delivered by Sponsor to the Purchaser. Sponsor reserves the right to request thorough identification and financial information (including credit reports and litigation searches) concerning any Purchaser, subject to any limitations and requirements imposed by Law.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, Sponsor's construction work at the Building will be sufficiently completed to permit the First Closing to take place on or about November 1, 2024. The Building will be substantially renovated. Sponsor has the right to change the projected date of the First Closing from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the projected date set forth in Schedule B in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Even if the First Closing occurs within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor is not obligated under the regulations promulgated by the Attorney General to schedule any subsequent closing within any specified time frame. Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the projected date of the First Closing, and Units on lower floors might close later than Units on higher floors. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing or any Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. Nothing contained in this section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any liability, suit, claim, cause of action, or demand under any legal theory. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS WHEN DETERMINING WHETHER TO PURCHASE A UNIT.

At the time Purchaser executes a Purchase Agreement, Purchaser will be required to deliver an Initial Deposit in an amount equal to 10% of the Purchase Price. At the earlier to occur of (i) 6 months after the date Purchaser executes the Purchase Agreement or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective, Purchaser will be required to deliver an Additional Deposit in an amount equal to 10% of the Purchase Price. Notwithstanding the foregoing, a Purchaser executing a Purchase Agreement on or after the date the Plan is declared effective is required to deliver the full Deposit in an amount equal to 20% of the Purchase Price. Sponsor may require that Purchasers of more than one (1) Unit deliver a Deposit in excess of that set forth in the Plan, which amount shall be on terms individually negotiated with each Purchaser.

All Deposits made pursuant to a Purchase Agreement are subject to the requirements of § 71a(3) of the State of New York Lien Law and 352-e(2)(b) and 352-h of the General Business Law of the State of New York. Pursuant to these laws, Sponsor will cause all Deposits received by it directly or by its agents or employees to be promptly deposited and held in accordance with the procedures set forth in the section of the Plan entitled "Escrow and Trust Fund Requirements."

The signing of the Purchase Agreement signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan), including, but not limited to, the Unit, the Ancillary Amenities, the Building and all Common Elements. In the event of any inconsistency between the provisions of the Purchase Agreement and the Plan, the provisions of the Plan will govern and be binding. The Purchase Agreement shall not contain, and shall in no event be modified to contain, a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under the Plan or under Article 23-A of the General Business Law of the State of New York.

Sponsor will have 30 days after delivery by Purchaser of an executed Purchase Agreement and the Initial Deposit to accept or reject the Purchase Agreement. If a Purchase Agreement is not accepted by Sponsor within the 30 day period, the Purchase Agreement shall be deemed rejected and cancelled and the Initial Deposit shall be returned to Purchaser within 30 days thereafter. Sponsor reserves the right at any time and from time to time for any reason whatsoever, to refuse to approve and execute (a) a Purchase Agreement

for any Unit, except that with respect thereto Sponsor may not discriminate against any person on the basis of race, creed, color, sex, disability, marital status, age, national origin or other ground as prohibited by Law, and (b) a Purchase Agreement for more than one Unit to any Person.

A Purchaser must deliver the payment of a Deposit or the Balance of the Purchase Price by wire transfer unless Sponsor offers, in Sponsor's sole discretion, to accept an official bank check. Any and all wire transfer fees charged by the initiating and/or receiving bank(s) shall be payable by Purchaser.

The Balance of the Purchase Price shall be payable simultaneously with the delivery of the deed to the Unit and, if applicable, the Ancillary Amenity License. The deed and Ancillary Amenity License will be substantially in the form as set forth in Part II of the Plan. Interest, if any, on Purchaser's Deposits will be credited or paid to Purchaser at Closing.

Following the Plan being declared effective, Sponsor will deliver to each Purchaser an Initial Closing Notice at least 30 days prior to the Closing Date specified therein ("Scheduled Closing Date"). The Initial Closing Notice requirement may be modified or waived by an agreement signed by Sponsor and Purchaser. In the event a Purchaser defaults under the Purchase Agreement, time being of the essence with regard to the obligations of Purchaser under the Purchase Agreement, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel the Purchase Agreement or (ii) seek specific performance. According to Black's Law Dictionary (Revised Ninth Edition), "specific performance" means "a court-ordered remedy that requires precise fulfillment of a legal or contractual obligation when monetary damages are inappropriate or inadequate." If Sponsor elects to cancel, Sponsor shall give Purchaser written notice of cancellation and demand for the release of the Deposits, and Purchaser shall have 30 days from the giving thereof to cure the specified default. If the default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then the Purchase Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, (a) all Deposits and any interest earned thereon and (b) Special Work Funds. Upon the cancellation of the Purchase 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 the Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance, then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close title to the Unit in accordance with the Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled under the Purchase Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection).

If Purchaser fails for any reason to close title to the Unit on the Scheduled Closing Date, other than due to Sponsor's failure or inability to Close: (a) the Closing apportionments described in the section of the Plan entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the Scheduled Closing Date, regardless of when the actual Closing occurs ("Actual Closing Date"), and (b) Purchaser will be required to pay to Sponsor an amount equal to 0.03% of the Purchase Price of the Unit per day commencing with the Scheduled Closing Date through the Actual Closing Date, as a reimbursement of Sponsor's increased carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan. If, through no fault of Purchaser, Sponsor postpones the Scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

TIME IS OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF ALL DEPOSITS WHEN DUE AND THE BALANCE OF THE PURCHASE PRICE ON THE CLOSING DATE. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED.

If a Purchaser has entered into Purchase Agreements to purchase more than one Unit, a default by Purchaser in the payment or performance of any obligations under any of such Purchase Agreements, beyond any applicable grace periods, shall be deemed a default under the other Purchase Agreements. In the event of

such a default, Sponsor may, at its option, cancel each such Purchase Agreements and retain, as liquidated damages, all Deposits made by Purchaser, together with any interest earned thereon, if any, under each of the Purchase Agreements.

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) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Any Foreign Government Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of the Foreign Government Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Such Foreign Government Purchaser will be required to deposit with the Condominium at Closing an amount equal to 2 years' Common Charges with respect to the Unit, based on the Condominium budget in effect as of the Closing Date of the Unit, which will be in addition to the required contribution to the Working Capital Fund. Such amount shall increase from time to time as such Common Charges increase, together with the full amount of any Special Assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Unit Owner of the terms, provisions and conditions of the By-Laws of the Condominium. In the event that such Foreign Government 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 deposited, to the extent required for the payment of any Common Charges or any other sum to which such Foreign Government Unit Owner is in default. Thereafter, the Foreign Government Unit Owner shall deposit with the Condominium Board the amount so applied or retained so that such Condominium Board has the full amount of said security on hand at all times.

A Unit Owner who acquired title to the Unit from Sponsor is prohibited under the Purchase Agreement for a period of twelve (12) months from the First Closing from taking any of the following actions without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole and absolute discretion: (i) listing such Unit for sale with any broker, (ii) placing or authorizing any listing of the Unit for sale in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Unit for sale. A Unit Owner's breach of these provisions may result in, among other things, Sponsor bringing a legal claim against such Unit Owner for damages.

If the Plan is withdrawn or abandoned, all Deposits previously paid to and actually collected by Sponsor, together with any interest earned thereon, shall be returned to Purchaser in accordance with the provisions set forth in the section of the Plan entitled "Effective Date."

From and after the Closing of each Unit, Purchaser will become obligated for the payment of Common Charges (once Common Charges are assessed by the Condominium Board), real estate taxes and assessments whether or not separately assessed (including water charges and sewer rents, if separately assessed) and all other expenses with respect to the Unit, whether or not Purchaser has taken possession of the Unit, and whether or not all work required to be performed by anyone in or to the Unit has been completed.

The risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until Purchaser takes possession of the Unit, at which time such risk, to the extent not covered by existing insurance, shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion within sixty (60) days of the damage to the Unit) to repair or

restore the Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price of the Unit. In such event, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made in its sole discretion within sixty (60) days of the damage to the Unit), or if the Unit Owner does not resolve to make such repair or restoration pursuant to the By-Laws (see the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws"), the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return all Deposits, together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

If the Purchase Agreement covers both a Unit and one or more Ancillary Amenities and Sponsor does not elect, or the Unit Owner does not resolve to make such repair or restoration to the affected Ancillary Amenity or Ancillary Amenity Area pursuant to the By-Laws following the fire or casualty, then the Purchase Agreement shall only be cancelled, as described above, with respect to the particular Ancillary Amenity in question, and Purchaser shall remain obligated to purchase the Unit. At the Closing of Title to the Unit, Purchaser will receive a credit against the Balance of the Purchase Price equal to the amount allocated to the affected Ancillary Amenity, to the extent any such money has been paid under the Purchase Agreement.

Sponsor is obligated to provide only the equipment, fixtures and furnishings set forth in the "Description of Property and Improvements" set forth in Part II of the Plan. If a Person desiring to purchase a Unit requests that Sponsor perform special or additional work in the Unit or provide extra or upgraded fixtures or finishes, including, but not limited to, any deviation from the materials or specifications described in the Description of Property and Improvements set forth in Part II of the Plan, and Sponsor agrees in writing to perform such work and/or provide such fixtures or finishes, then Sponsor may require such Person to deposit an amount greater than the Deposit required under the Purchase Agreement.

SPONSOR SHALL IN NO EVENT BE OBLIGATED TO PERFORM ANY WORK TO THE PROPERTY, THE BUILDING, THE UNITS OR THE COMMON ELEMENTS OTHER THAN AS REQUIRED BY THE TERMS OF THE PLAN AND THE "DESCRIPTION OF PROPERTY AND IMPROVEMENTS" SET FORTH IN PART II OF THE PLAN.

Each Purchaser shall be given an opportunity to examine the Unit prior to the Closing during normal business hours and in the company of Sponsor's representative and is urged to make a careful inspection thereof, as more fully set forth in the Purchase Agreement set forth in Part II of the Plan. Purchaser is expressly prohibited from conducting any testing to the Unit during the inspection for any reason, including without limitation making holes in the walls or ceiling and/or removing sheet rock, tiles, wood flooring, windows, or window panes to test for mold, asbestos, lead paint, mildew, spores, fungi, or other toxins or for any other purpose. At the Closing, each Purchaser of a Unit shall be required to sign and deliver to Sponsor an Inspection Statement in substantially the form set forth in Part II of the Plan wherein Purchaser acknowledges the condition in which Purchaser has inspected the Unit. Under no circumstances shall any item included on an Inspection Statement (i) constitute grounds for a Purchaser to postpone or otherwise delay the date scheduled for the Closing nor (ii) obligate Sponsor to deposit any monies in escrow at Closing.

At Closing, each Purchaser will be required to execute and deliver a Unit Power of Attorney in favor of the Condominium Board and Sponsor, the failure of which shall be a default under the Purchase Agreement entitling Sponsor to all of the remedies set forth in the Plan and the Purchase Agreement.

Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and material pertaining to lead-based paint and/or lead-based hazards in the Building. Set forth as an Exhibit in Part II of the Plan is a Lead Based Paint Inspection Report (the "Lead Paint Report") prepared by Enviro-Pro, dated April 22, 2019. Although the Lead Paint Report reveals the presence of lead-based paint in the Building, Purchasers are advised that the same will be significantly abated and removed as part of Sponsor's planned construction work at the Building. Notwithstanding the foregoing, the Description of Property and Improvements set forth as an Exhibit in Part II of the Plan provides that certain components of the Building to remain, which include the wall enclosing the Building's stairs and certain ceilings and beams, may still contain lead-based paint after completion of Sponsor's construction work. Sponsor will comply with applicable Law concerning the use of lead-based paint and/or lead-based paint hazards. Sponsor does not make any representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they or the Condominium remove sheetrock at any time in the future, they or the Condominium may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint.

Since the PH17/Bulkhead Levels and the Annex (as such terms are defined in Special Risk #3) will be new construction, the Penthouse/Bulkhead Levels and the Annex shall not contain any asbestos-containing material ("ACM"). With respect to the Original Structure (as such term is defined in Special Risk #3), an asbestos report is set forth in Volume II of the Plan in the section entitled "Asbestos Operations and Maintenance (O&M) Plan" ("Asbestos Report"), which discloses that all ACM detected in the Original Structure has been removed by Sponsor with the exception of certain ACM left in wall tar, which is hidden under non-asbestos plaster on the interior walls of the Original Structure, the locations of which are described in more detail in the Asbestos Report. Sponsor makes no representation as to the existence or non-existence of ACM in any locations in the Building other than as set forth in the Asbestos Report, and does not have any obligations under the Plan to remediate the existence of ACM in the Original Structure. Except for any remediation already performed prior to the Filing Date of the Plan, Sponsor does not intend to perform any remedial work with respect to ACM.

In the event that Sponsor submits an application to either Federal National Mortgage Association ("Fannie Mae") or the Federal Housing Administration ("FHA") to have the Condominium added to their respective lists of "approved" condominiums, there is no guarantee or assurance that (a) such applications would satisfy Fannie Mae's and/or FHA's criteria for approval, (b) even if either or both Fannie Mae and FHA requirements are satisfied, that the Condominium will continue to satisfy such criteria, or (c) Purchasers would be able to obtain mortgages insured by Fannie Mae and/or FHA. In accordance with the requirements of Fannie Mae and FHA, a certain percentage of the total First Year's Budget (unless Fannie Mae and/or FHA accept an amount based on a reserve fund study) is required to be placed in a reserve fund (as applicable, "FNA/FHA Reserve"), as set forth in more detail in the section of the Plan entitled "Schedule B – Budget For First Year Of Condominium Operation." Sponsor makes no representations that the FNA/FHA Reserve will continue to be provided as a line item in the operating budget for the Condominium subsequent to the First Year of Condominium Operation. The Condominium Board reserves the right, in its sole discretion (including without limitation during the Sponsor Control Period) to use the FNA/FHA Reserve towards any capital expenditures it deems appropriate. Purchasers are advised that, even in FHA-approved condominiums, no more than thirty (30%) percent of the total Units may be encumbered by FHA securitized, guaranteed, or insured loans. No Purchaser shall be entitled to rescind any Purchase Agreement for any failure by Sponsor to either apply to Fannie Mae and/or FHA or to have any such application approved.

For the purpose of preventing evasion of the Bank Secrecy Act, the director of the Financial Crimes Enforcement Network of the U.S. Department of Treasury ("FinCen") issued a Geographic Targeting Order ("Order") to collect information about certain transactions, which applies to any corporation, limited liability company, partnership or other similar business entity, whether formed under the laws of a state, or of the United States, or a foreign jurisdiction (other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Security Exchange Commission, a self-regulatory organization registered with the Security Exchange Commission, or an entity solely owned by such a business) using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase "residential real property" in any borough of New York City for a total price in excess of certain threshold amounts. At the time of the Filing Date of the Plan, such reporting threshold is $300,000, which may be subject to change in the future. For the purposes of FinCEN, "residential real property" is defined as "real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from one to four families." Purchasers are advised that FinCEN has revised and extended the Order from time to time, which currently remains in effect until April 18, 2024, but may be subject to further extension. In the event that a Purchaser enters into a transaction that falls within the current scope of the Order, the Purchaser shall be required to deliver to the title company at Closing all documents and information necessary in order for the title company to comply with the requirements set forth in the Order. Any failure by a Purchaser to deliver such documents and information shall be deemed an Event of Default under the Purchase Agreement. For further details, Purchasers are advised to consult with a title company.

The Purchase Agreement provides that, in the event that any obligation or undertaking required by Sponsor under the Purchase Agreement is prevented, delayed, or hindered by 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 and such tolling shall not entitle Purchaser to any credit, offset, or reduction in purchase price of the Unit or to be relieved of any other obligation under the Purchase Agreement. Purchasers should refer to the section of the Purchase Agreement entitled "Force Majeure" for more details.

The provisions set forth in this section of the Plan shall also apply to Ancillary Amenities, as applicable.

ESCROW AND TRUST FUND REQUIREMENTS

All deposits, down payments, advances and payments made by Purchasers prior to the Closing ("Deposits") will be held in escrow in conformity with the disclosure contained in this section of the Plan and in accordance with the escrow provisions contained in the Purchase Agreement.

Sponsor will comply with the escrow and trust fund requirements of General Business Law §§ 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto. The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

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

All Deposits made by Purchasers prior to the Closing of each individual transaction will be placed in a segregated special escrow account of Starr Associates LLP, the escrow agent ("Escrow Agent"), whose address is 220 East 42nd Street, Suite 3302, New York, New York 10017 and whose telephone number is (212) 620-2680. As of the Filing Date of the Plan, the attorneys who are signatories on these accounts authorized to withdraw funds, acting singly, are: Samantha Sheeber, Esq., Adam Kriegstein, Esq., Shaun Pappas, Esq., and Benjamin Siegel, Esq. ("Authorized Signatories"). All Authorized Signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any Authorized Signatory of Sponsor, Selling Agent, Managing Agent, or any principal thereof, or has any beneficial interest in any of the foregoing.

Escrow Agent has established an escrow account entitled "Starr Associates LLP, Escrow Account" ("Escrow Account") at Flagstar Bank, N.A. located at 1400 Broadway, New York, NY 10018 ("Escrow Bank"). Escrow Bank is authorized to do business in the State of New York.

All instruments (a) in payment of a Deposit shall be wired directly to the escrow account maintained by Escrow Agent pursuant to the Plan (or, if Sponsor offers to accept payment in the form of an official bank check, made payable directly to the order of "Starr Associates LLP, as Escrow Agent") and (b) in payment of the Balance of the Purchase Price shall be wired to one or more accounts as directed by Sponsor. In the event Sponsor offers to accept payment in the form of an official bank check: (i) checks must be drawn or issued by a bank or trust company which is a member of the New York Clearing House Association, with the understanding that checks drawn on out-of-state or foreign banks will not be accepted; (ii) in the event of any return of any check for insufficient funds or for any other reason, Purchaser shall be solely responsible for any and all penalties or other fees imposed by the escrow bank or any other bank in connection therewith; (iii) a return of any check delivered in payment of the Initial Deposit, for insufficient funds or for any other reason, shall constitute a non-curable default under the Purchase Agreement, rendering the Purchase Agreement void *ab initio* and of no further force or effect, in which event Purchaser and Sponsor shall each be released and discharged of all further liability and obligations under the Purchase Agreement and the Unit may be sold to another as though the Purchase Agreement had never been made; and (iv) a return of any check delivered in payment of the Additional Deposit, for insufficient funds or for any other reason, shall constitute a default under the Purchase Agreement, entitling Sponsor at its option to exercise the remedies provided therefor under the Purchase Agreement. All instruments accepted by Sponsor are subject to collection. In the event that Sponsor offers, in its sole discretion, to accept electronic payments, such electronic payments must be sent via the Federal Reserve Wire Network and in no event shall ACH transfers be permitted.

All Deposits will be placed initially in the non-interest-bearing portion of the Escrow Account (excluding Special Work Funds). Each Purchaser is required to deliver, in addition to any other documents required by the Escrow Bank or any governmental agency, a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status) in the forms set forth in Part II to the Plan, to Attorneys for Sponsor (or Escrow Agent) at the time Purchaser signs and delivers the Purchase Agreement and the Initial Deposit. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, and any other additional documentation required by the Escrow Bank or any governmental agency, the Deposit will thereafter be promptly transferred to an individual interest-bearing sub-escrow account in the name of Purchaser (except for deposits for Special Work Funds). If a Purchaser does not deliver the Form W-9 or FormW-8 or any other additional documentation required by the Escrow Bank or any governmental agency, the Deposit will remain or may be moved back into the non-interest-bearing portion of the Escrow Account. Each Purchaser will be required to comply with the requirements of the Escrow Bank and/or any governmental agency at any time, failing which the Deposit shall remain in (or may be moved back into) the non-interest-bearing portion of the Escrow Account. At such time as any Deposit is released, such Deposit will be transferred from the individual sub-escrow account to the non-interest-bearing portion of the Escrow Account so that checks may be drawn thereon. The Escrow Account is not an IOLA account.

The checking account portion of the Escrow Account will not be interest-bearing. The sub-escrow account portion of the Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement, or (ii) Purchaser is entitled to a return of all Deposits. All interest will be credited to Sponsor only in the event there is a Consummation of the Plan (as such term is defined in the Attorney General's regulations) and Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts. As of the Filing Date of the Plan, the interest rate for the Escrow Bank is approximately 0.30%. The interest rate is subject to change by the Escrow Bank. Sponsor makes no assurance as to interest rates paid by the Escrow Bank and shall have no liability to Purchaser for changes to the interest rate. Interest will begin to accrue within: (x) 3 business days, if the Deposit is cash or cash equivalent, or (y) 5 business days, if the Deposit is other than cash or cash equivalent, of the transfer of the Deposit from the checking account portion of the Escrow Account into the sub-escrow account portion of the Escrow Account, as determined by whether and when the Deposit clears.

All Deposits, except for any Special Work Funds, are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, until such time as Sponsor is entitled to the Deposits as per GBL § 352-h.

Special Work Funds will initially be placed in the Escrow Account. However, Purchasers should note that such Special Work Funds may be released from the Escrow Account by Escrow Agent to Sponsor to pay, or to reimburse Sponsor, for such special work. As a result, in the event Sponsor cancels the Purchase Agreement or Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan or if Sponsor abandons or withdraws the Plan, the Special Work Funds will be returned to Purchaser, to the extent not expended. Escrow Agent shall be under no duty to verify that Sponsor used or committed such funds for special work.

The sub-escrow account number and the initial interest rate, if any, will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser sent within 10 business days after the delivery of the Initial Deposit. If Purchaser does not receive notice that the Initial Deposit has been placed in the Escrow Account within 15 business days after delivery of the Initial Deposit, Purchaser may cancel the purchase and rescind the Purchase Agreement so long as the right to rescind is exercised within 90 days after delivery of the Initial Deposit by notice delivered to Sponsor and 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, 21st Floor, New York, New York 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Initial

Deposit was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's regulations.

Escrow Agent shall maintain the Escrow Account under its direct supervision and control. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and as set forth in the Escrow Agreement Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

Under current Law, the sub-accounts at the Escrow Bank are insured by the Federal Deposit Insurance Corporation ("FDIC") to a maximum of $250,000 per individual Deposit. The following are SPECIAL RISKS of this offer: (i) if a Purchaser makes a Deposit in excess of $250,000 such Deposit will not be FDIC insured in excess of $250,000; and (ii) while the Deposit is in the non-interest-bearing portion of the Escrow Account, the Deposit may not be fully FDIC insured even if the Deposit does not exceed $250,000. No representation is made with respect to any further changes in Law which may increase or decrease such limit.

All Deposits delivered subsequent to the Initial Deposit, including, without limitation, the Additional Deposit, may be delivered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service or, if applicable, wired directly to the Escrow Account. A Deposit shall be deemed delivered by Purchaser on the date it is actually received by Sponsor or Selling Agent.

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

If a Purchaser delivers a Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within 5 business days after delivery, if the Deposit has not been deposited into escrow, and (ii) within 10 business days, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser.

Sponsor or its agents, including any selling agents, shall deliver to Escrow Agent all Deposits within two (2) business days of delivery of such Deposits by a Purchaser, using such transmittal forms as required by Escrow Agent from time to time. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary and statutory obligations set forth in GBL §§ 352(e)(2-b) and 352(h) and the Department of Law's regulations promulgated thereto.

Under no circumstances shall Sponsor seek the release of the Deposits of a defaulting Purchaser until after Consummation of the Plan (as such term is defined in the Attorney General's regulations). Consummation of the Plan does not relieve Sponsor of its obligations pursuant to General Business Law §352-h.

Escrow Agent shall release the Deposits if so directed:

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

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

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

If the Deposits are not released pursuant to this paragraph and Escrow Agent receives a request by Sponsor or Purchaser to release the Deposits, Escrow Agent shall give both parties prior written notice of not fewer than 30 days before releasing the Deposits. If Escrow Agent has not received notice of

objection to the release of the Deposits at the expiration of the 30 day period, the Deposits shall be released and Escrow Agent shall provide further written notice to both parties informing them of the release of the Deposits. If Escrow Agent receives a written notice from either party objecting to the release of the Deposits within the 30 day period set forth in the notice, Escrow Agent shall continue to hold the Deposits until otherwise directed pursuant to subsections (i) through (iii) of this paragraph. However, Escrow Agent shall also have the right at any time to deposit the Deposits with the clerk of a court in the county in which the Unit is located and shall give written notice to both parties of such deposit.

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

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

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

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

If Sponsor elects to change the Escrow Bank and/or Escrow Agent, such change will be disclosed in a duly filed amendment to the Plan prior to transferring any Deposits.

Escrow Agent is acting merely as a stakeholder. Upon the release of any Deposits pursuant to the Plan, Escrow Agent shall be fully released from all liability and obligation with respect to such Deposits.

Set forth in Part II of the Plan is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations. Purchaser's execution of the Purchase Agreement shall be deemed to constitute Purchaser's acceptance of the terms of the escrow provisions set forth herein and the escrow agreement set forth in the Plan. Escrow Agent shall be a signatory to the Purchase Agreement solely with respect to Escrow Agent's obligations as set forth herein and the escrow agreement set forth in the Plan.

Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of any Deposits or any other dispute between Sponsor and a Purchaser whether or not Escrow Agent is in possession of such Deposits and continues to act as Escrow Agent. Starr Associates LLP's dual role as Escrow Agent and Sponsor's attorney in no way affects the legal and contractual obligations of Escrow Agent pursuant to the Escrow Agreement, the Purchase Agreement or applicable Law with respect to the maintenance or release of Deposits.

Escrow Agent may rely upon any document which may be submitted to it in connection with its duties under this section 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.

Sponsor has agreed to indemnify Escrow Agent from all claims, losses, judgments, costs, expenses and damages, including those brought by third-parties, including purchasers, incurred in connection with or arising out of the escrow agreement or the performance or non-performance of Escrow Agent's duties under the Escrow Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the Escrow Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, professional fees, including attorneys' fees, court costs and disbursements, either paid to retain attorneys or representing the value of all legal services rendered by Escrow Agent to itself and any and all attorneys' and professional fees, court costs, expenses and disbursements incurred by Escrow Agent in connection with a bankruptcy case filed by Sponsor for

protection under the United States Bankruptcy Code, the enforcement of any rights, or defense of any claims against Escrow Agent in any bankruptcy proceeding, or any other matter arising in or in connection with Sponsor's bankruptcy case.

Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under the escrow agreement. Escrow Agent's fees and disbursements will neither be paid by Sponsor from the Deposits nor deducted from the Deposits by any financial institution under any circumstance.

Escrow Agent and all Authorized Signatories submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of their obligations with respect to this section or otherwise concerning the maintenance of or release of the Deposits from escrow.

Escrow Agent will maintain all records concerning the Escrow Account for 7 years after the release of Deposits.

ASSIGNMENT OF PURCHASE AGREEMENTS

No Third-Party Assignment

Purchaser does not have the right to assign the Purchase Agreement without the prior written consent of Sponsor, in its sole discretion. Any purported assignment by Purchaser in violation of this section will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, then Purchaser shall be required to pay to Starr Associates LLP a fee of $1,500, in advance, for preparation of an assignment and assumption agreement. Any purported assignment by Purchaser in violation of this section shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the section of the Plan entitled "Procedure to Purchase," and shall be voidable at the option of Sponsor.

Notwithstanding anything to the contrary, with respect to any request by a Purchaser for an assignment of a Purchase Agreement, Sponsor shall not discriminate against any person because of race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law.

EFFECTIVE DATE

The offering by Sponsor of the Units under the Plan is contingent upon the Plan being declared effective. The First Closing shall not occur until the Plan has been declared effective. The Plan may be declared effective, at Sponsor's option by (i) an amendment to the Plan or (ii) notice to each Purchaser in accordance with 13 NYCRR § 20.1(d) stating that the Plan is declared effective and the filing acceptance of an amendment to the Department of Law confirming that the Plan was declared effective on a specified date, which amendment must be submitted within 5 days of the notice sent to Purchaser. The Plan may be declared effective, at Sponsor's option, at any time when bona fide purchasers, including investors, have executed Purchase Agreements with respect to not less than 15% of the Units offered for sale (excluding the Resident Manager's Unit) (i.e., 20 Units based on 131 Units offered for sale). Storage Lockers and Parking Spaces, which are Common Elements, may not be counted towards effectiveness. The Plan must be declared effective at such time as Purchase Agreements have been executed and are in effect with respect to 80% of the Units offered for sale (i.e., 105 Units based on 131 Units offered for sale). The First Closing shall not occur until such effectiveness amendment is accepted for filing by the Department of Law.

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

Once the Plan has been declared effective, it may not thereafter be abandoned, except that, prior to the First Closing, the Plan may, at the option of Sponsor, be abandoned in the event of: (1) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Units or the Property that cannot be removed, complied with or cured without litigation or for less than ½ of 1% of the total offering amount in the aggregate, and which are not waived by the Purchasers thereof; (2) a substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty that cannot be repaired prior to the date set for the First Closing for less than ½ of 1% of the total offering amount in the aggregate; or (3) a taking of a material portion of the Property in condemnation proceedings or by eminent domain. Excluded from the dollar amounts set forth in (1) and (2) above are attorneys' fees and title defects (including violations of record or work orders) or determinations of any authority or regulatory association which existed on the Filing Date of the Plan and were either known to Sponsor or were a matter of public record.

If the Plan is abandoned and Sponsor has accepted Purchase Agreements, then Sponsor shall file an amendment with the Department of Law abandoning the Plan together with a form RS-3. If Sponsor has accepted Purchase Agreements, all Deposits, together with any interest earned thereon, including for Special Work Funds, will be returned to Purchasers 5 days after the Filing Date of the amendment abandoning the Plan. Upon the return of the Deposits, as aforesaid, the Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to Purchaser under the Plan or the Purchase Agreement. If the Plan is abandoned and Sponsor has not accepted Purchase Agreements, then Sponsor shall file a form RS-3 with the Department of Law without an amendment, which form RS-3 shall be served simultaneously by Sponsor on all commercial and professional tenants, if any. In the event that all Purchase Agreements are rescinded or terminated prior to the date of the First Closing

(regardless of whether the Declaration has been recorded), Sponsor must re-declare the Plan effective by submission of an amendment to the Department of Law.

TERMS OF SALE

The term "Closing" refers to the conveyance of title to a Unit from Sponsor to Purchaser by the delivery to Purchaser of a deed upon payment by Purchaser to Sponsor of the balance of the Purchase Price for such Unit. The Closing to each Unit shall be held at the office of Starr Associates LLP, 220 East 42nd Street, Suite 3302, New York, New York 10017 or at such other place as Sponsor may designate.

Purchasers are required to close title upon the occurrence of the following events:

(a) the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted for filing by the Department of Law.

(b) a TCO or PCO for the Unit is in effect. The issuance of a TCO or PCO for the Unit is the only construction-related prerequisite that must occur before Sponsor may require the closing of title.

Notwithstanding anything to the contrary, Purchasers will be required to consummate the purchase of the Unit and the Ancillary Amenity simultaneously at Closing, even if the construction of the Ancillary Amenity Area or Ancillary Amenity is not yet completed and access to the Ancillary Amenity by Purchaser is not yet available. The issuance of a TCO or PCO for the Ancillary Amenity Area is not a prerequisite that must occur before Sponsor may require the closing of title to a Unit and an Ancillary Amenity. In such event, the proceeds from the sale of the Ancillary Amenity will be held in the Ancillary Amenity Escrow until such time as access to the Ancillary Amenity Area and Ancillary Amenity is made available to Purchaser by Sponsor. The Ancillary Amenity Escrow will not be held in an interest-bearing escrow account, and therefore Purchaser will earn no interest on the Ancillary Amenity Escrow.

(c) the recording or filing of the Declaration, By-Laws, Tax Lot Drawings and architect and tax authority certifications required by § 339-p of the New York Condominium Act or other applicable Law and such other documents as may be required by Law.

(d) the release of the Unit and its appurtenant Common Interest from the lien of all mortgages, if any, or (at the option of Sponsor) if Purchaser is obtaining financing on such Unit, the assignment to the Purchaser's mortgagee of any existing mortgage(s) encumbering such Unit and its appurtenant Common Interest.

(e) the delivery to Purchaser of written notice of the time and place of the Closing at least 30 days prior to the Closing Date specified therein (unless Purchaser consents to waive such 30 day notice), including a reasonable opportunity for Purchaser to examine the Unit, during normal business hours and in the company of Sponsor's representative, prior to Closing. So long as a TCO for the Unit is in effect, Purchaser will be obligated to close title irrespective of the nature of the items that may be included on the Inspection Statement which Sponsor agreed to complete as part of its post-closing obligations.

(f) the installation by Sponsor of a smoke and carbon monoxide detector in the Unit.

(g) the conveyance of title to the Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions and (2) liens and encumbrances other than Permitted Encumbrances to which the Unit's title is subject, either (a) which have been expressly accepted by Purchaser, or (b) for which the instrument required to remove it of record has been delivered to the Title Company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's attorney); or (c) as to which the Title Company will insure (without additional premium to Purchaser) that such lien or encumbrance will not be collected out of or enforced against the Unit; or (d) as to which Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at Closing.

Sponsor shall be entitled to deliver the Initial Closing Notice once the Plan has been declared effective and prior to meeting the remaining Closing prerequisites set forth in this section, including, but not limited to, the issuance of a TCO or PCO.

At the Closing of Title to each Unit, each Purchaser shall execute and deliver:

(a) a bargain and sale deed with covenant against grantor's acts, substantially in the form set forth in Part II of the Plan, in proper form for recording and containing the provisions set forth in subdivision 5 of §13 of the Lien Law upon delivery to Sponsor of the Balance of the Purchase Price and such other checks and documents required pursuant to the Plan and the Purchase Agreement.

(b) a Unit Owner's Power of Attorney, substantially in the form set forth in Part II of the Plan.

(c) a notice to Managing Agent indicating whether a child under the age of eleven (11) will be living or residing (even temporarily) in the Unit or if the Purchaser wants to have legally-compliant window guards and/or window stops installed on the windows of the Unit even though no child under the age of eleven (11) will be living in the Unit. In the event that legally compliant window guards and/or window stops are to be installed, replaced, or repaired in the Unit, such installation shall be performed at the direction of Managing Agent and all costs associated therewith shall be charged to and be borne solely by the Purchaser of the Unit. Unit Owners and their Permitted Users are prohibited from modifying or tampering with any window guards and/or window stops installed in the Unit.

(d) certificates or other evidence of property and liability insurance for the Unit, in amounts determined by the Condominium Board.

(e) all other documents necessary and/or customary in connection with the conveyance of a condominium unit as directed by Attorneys for Sponsor.

Purchaser's failure to execute and deliver at Closing, all documents necessary and/or customary or as directed by Sponsor's attorney in connection with the conveyance of a condominium unit, including without limitation, the documents listed in (a) through (e) above, shall constitute an event of default under the terms of the Purchase Agreement, entitling Sponsor to the default remedies set forth in the Purchase Agreement.

Ongoing construction in the Building or other Units and/or the absence of a TCO or PCO for any other Unit or portion of the Common Elements shall not constitute a basis for Purchaser's failure or refusal to close.

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.

Sponsor shall convey title to the Units free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions and (2) liens and encumbrances other than Permitted Encumbrances to which the Unit's title is subject, either (a) which have been expressly accepted by Purchaser, or (b) for which the instrument required to remove it of record has been delivered to the Title Company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's attorney); or (c) as to which the Title Company will insure (without additional premium to Purchaser) that such lien or encumbrance will not be collected out of or enforced against the Unit; or (d) as to which Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at Closing. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money in excess of ½ of 1% of the Purchase Price of the affected Unit to make title insurable or to eliminate any encumbrances or title defects. In the event of the existence of any lien or encumbrance other than as set forth in the preceding sentence which Sponsor fails or refuses to correct, the sole remedy of Purchaser under the Plan, provided Purchaser is not then in default, will be to either (i) take title to the Unit subject to the lien or encumbrance (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (ii)

terminate the Purchase Agreement within 15 days after receipt of notice or an amendment disclosing such lien or encumbrance. If Purchaser fails to notify Sponsor of Purchaser's election within 15 days after Sponsor notified Purchaser of Sponsor's failure or refusal to remedy the lien or encumbrance, it will be conclusively deemed that Purchaser elected to acquire title subject to the lien or encumbrance.

A Purchaser electing to proceed with the purchase of the Unit will not be entitled to any credit against, or abatement of, the Purchase Price set forth in the Purchase Agreement and will have no claim or right of action against Sponsor for damages or otherwise by reason thereof. If Purchaser elects to terminate the Purchase Agreement, Sponsor shall cause all Deposits together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended, to be returned to Purchaser, within 30 days after receipt of Purchaser's termination notice. Upon making such refund, Sponsor and Purchaser shall be relieved of all further obligations and liabilities under the Purchase Agreement and the Plan.

IF THE PURCHASER FAILS TO NOTIFY SPONSOR OF PURCHASER'S ELECTION WITHIN 15 DAYS AFTER SPONSOR NOTIFIED PURCHASER OF SPONSOR'S FAILURE TO REMEDY THE LIEN(S) AND/OR ENCUMBERANCE(S) (AS THE CASE MAY BE), IT WILL BE CONCLUSIVELY DEEMED THAT PURCHASER ELECTED TO ACQUIRE TITLE SUBJECT TO THE LIEN(S) AND/OR ENCUMBERANCE(S) (AS THE CASE MAY BE).

The existence of liens and encumbrances other than Permitted Encumbrances shall not be objections to title, provided bonds or properly executed instruments in form for recording necessary to satisfy or release Units from such impermissible liens or encumbrances or otherwise enable the Title Company to omit such title exceptions from Purchaser's title insurance policy are delivered at Closing and proper adjustments are made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments. If existing mortgages or construction loans will not be satisfied at or prior to the First Closing, each mortgagee will either (i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units; (ii) subordinate the lien of its mortgage to the Declaration; or (iii) release its lien on the Unit being conveyed and its interest in the Common Elements.

Sponsor shall be entitled to adjourn the Closing (without any credit or reduction in the Purchase Price) to remove or correct any title exception that cannot be dealt with as set forth above. Sponsor is not obligated to cause Purchaser's title company to omit any exception if the Title Company is willing to insure, without additional premium, Purchaser's title with such exception. Purchaser will be responsible to pay to the Title Company the entire premium for Purchaser's title insurance. Purchaser may obtain title insurance from any title insurance company or abstract company or not obtain any title insurance at all, at Purchaser's sole discretion (unless Purchaser's lender shall require Purchaser to purchase title insurance covering such lender).

Any personal property located within the Unit (if any) on the date the Purchase Agreement is executed or located within the Common Elements on the date the Declaration is filed, that is owned by Sponsor, is included in the conveyance unless specifically excluded in the Purchase Agreement or the Plan.

CLOSING COSTS AND ADJUSTMENTS

Closing Costs

As more particularly set forth in the Purchase Agreement, in addition to Purchaser's legal fees, Purchaser will pay the following estimated closing costs and expenses at the time of the Closing of Title. Purchasers are advised that the Ancillary Amenities are deemed personal property and accordingly, are not mortgageable or insurable for title insurance purposes. (Reference should be made to the discussion of transfer taxes below for information regarding the applicability of transfer taxes to the sale of the Ancillary Amenities.) Recording charges, fees, title costs and taxes set forth below pertain to Units only and are based on rates in effect on the Filing Date of the Plan and are subject to change without notice. Please note that the rate information in this section is based on the assumption that the title insurance underwriter has filed an application for a rate deviation in the State of New York (as have most major title insurance underwriters in the state). Purchasers are advised to contact a title company for actual rates for fee title and mortgage title insurance.

(a) A non-refundable contribution to the Working Capital Fund of the Condominium in an amount equal to 2 months' Common Charges with respect to the Unit based on the Condominium budget at the time of Closing.

(b) If Purchaser elects to obtain fee title insurance, Purchaser will pay the premium therefor, which will vary depending upon the amount requested. Purchasers should contact a title company for fee rate schedules based on the amount of title insurance. Purchasers are free to use a title company of their choice without any penalty. AmTrust Financial, having an office at 220 East 42nd Street, 24th Floor, New York, NY 10017 (telephone: (646) 458-3348) ("Title Company"), has (i) reviewed the Plan and the Condominium Documents and has issued a letter to Sponsor that it is committed to insure that a valid Condominium will be created pursuant to the Condominium Act, and (ii) issued the Specimen Title Policy set forth in Part II of the Plan.

A form of Unit Owner's Specimen Title Policy, if title insurance is ordered from the Title Company, is set forth in Part II of the Plan.

(c) Title Company has advised Sponsor that, if Purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance, simultaneous mortgage rates for issuance with a fee policy may be available at discounted rates, subject to certain terms and conditions. Purchaser should contact a title company for more information relating to simultaneous mortgage premiums and rates.

(d) A fee for recording the deed and Unit Owner's power of attorney, being $42 for each instrument plus $5 per page together with a fee of $125 for filing the New York City Real Property Transfer Tax return ("City Tax Return").

(e) Closing fees payable to Starr Associates LLP, in accordance with the following schedule, all of which fees will be cumulative to the extent applicable to any individual closing (all fees described in this section (e), collectively, "Sponsor Closing Fees"):

(1) $3,000 for the preparation of closing documents, calculation of adjustments, attendance at Closing at the offices of Starr Associates LLP, or such other place as Sponsor may designate and supervision of execution of closing documents;

(2) $250 for the preparation of ACRIS transfer documents required by the City of New York.

Additionally, the following fees may be imposed to the extent applicable depending on the individual transaction:

(3) $750 for the preparation of the Ancillary Amenity License, if applicable.

(4) If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement (which request in all instances must be received by Sponsor's attorney no later than 7 business days prior to the Scheduled Closing Date), a fee of $1,500, payable in advance, for preparation of an assignment agreement.

(5) If, through no fault of Sponsor, Purchaser fails to close on the date scheduled for Closing, then Purchaser shall pay an additional fee of $1,250 for each rescheduled Closing granted at Purchaser's request to defray the cost of preparing and coordinating the Closing and recalculating the Closing apportionments.

(6) If Purchaser obtains mortgage financing, then Purchaser shall pay an additional fee of $750 to defray the costs associated therewith.

(7) If Purchaser effectuates a tax deferred exchange under section 1031 of the Internal Revenue Code, the Purchaser shall pay an additional fee of $750 in connection with the consideration, review and processing of any agreement of exchange or the like which Sponsor is requested to execute in connection with such tax deferred exchange.

(8) Once a Purchase Agreement is fully-executed between Sponsor and Purchaser, any subsequent changes or additional provisions thereto must be mutually agreed to by both Sponsor and Purchaser, in their respective sole discretion, and memorialized by way of a rider, addendum, amendment, or other form of written agreement drafted by Starr Associates LLP (as applicable, "Contract Amendment"). To the extent that, subsequent to the full execution of the Purchase Agreement, Purchaser requests and Sponsor (in its sole discretion) approves any changes to the Purchase Agreement as a courtesy to Purchaser that arise from any clerical error, oversight, or changed circumstances solely on the part of Purchaser (including without limitation spelling corrections to Purchaser's name), that are required by Purchaser's lender as a condition to extending financing, and/or that are solely for Purchaser's benefit, such Contract Amendment is subject to an additional fee payable by Purchaser to Starr Associates LLP in the amount of $1,500 (per Contract Amendment).

Purchaser may pay more than one fee pursuant to (e) above with respect to a Unit, including without limitation more than one assignment fee or Contract Amendment fee if Sponsor consents to more than one assignment request or Contract Amendment (as applicable). In addition to an attendance fee in connection with a completed Unit transfer, Starr Associates LLP shall also be entitled to an attendance fee in the amount set forth above if such firm's representative attends a scheduled Closing but the Closing is adjourned due to Purchaser's failure to comply with Purchaser's closing obligations.

(f) While New York State Real Estate Transfer Tax ("State Transfer Tax") and the New York City Real Property Transfer Tax ("RPT Tax") are the statutory obligation of Sponsor (in its role as seller), this obligation has been transferred to the Purchasers under the terms of this Plan, as is typical and customary in the majority of offering plans filed with the Department of Law. RPT Tax is calculated by multiplying the consideration by a 1% tax rate where the consideration is $500,000 or less or by a 1.425% tax rate where the consideration is more than $500,000, and State Transfer Tax is calculated by rounding the consideration up to the nearest $500 and multiplying that number by the applicable tax rate shown on the chart below:

State Transfer Tax:

Rounded Consideration Amount	*Tax Rate (Residential)*	*Tax Rate (Commercial)*
Less than $2,000,000	0.4%	0.4%
$2,000,000 - $2,999,999	0.4%	0.65%

$3,000,000 and higher	0.65%	0.65%

The New York City Department of Finance has taken the position that where a purchaser of property assumes the obligation for the payment of the RPT Tax, the State Transfer Tax, and other fees that are generally obligations borne by a seller (which in this case includes Sponsor Closing Fees) ("Other Fees"), those amounts will be treated as additional consideration that is added to the Purchase Price (the resulting sum, the "RPT Consideration") when calculating the RPT Tax payable by Purchaser at the Closing. However, only the RPT Tax and Other Fees are added to the Purchase Price as additional consideration (the resulting sum "the STT Consideration") when calculating the State Transfer Tax payable by Purchaser at Closing.

Additionally, Purchaser shall be responsible for the payment of any of the following taxes imposed under the New York Tax Law to the extent applicable: (i) where consideration is $1,000,000 or higher but less than $2,000,000, the "additional tax," commonly known as the "mansion tax" ("Mansion Tax") or (ii) where consideration is $2,000,000 or higher, the "supplemental tax" ("Additional Mansion Tax"), in each respect by multiplying the consideration by applicable tax rate shown on the chart below:

	Consideration Amount	*Tax Rate*
Mansion Tax	Under $1 million	Not subject to tax
	At least $1 million, but less than $2 million	1%
Additional Mansion Tax	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%
	$25 million and higher	3.9%

As the Mansion Tax is a statutory obligation of Purchaser, the payment by Purchaser of the Mansion Tax is not treated as additional consideration for the transaction. However, the New York City Department of Finance has taken the position that the amount of Mansion Tax due at Closing (if any) is calculated based on the STT Consideration, as opposed to the Purchase Price or RPT Consideration, and therefore Purchasers should be aware that in some instances it is possible that the aforementioned "bulking up" of the consideration can ultimately cause a Purchase Price of less than $1,000,000 to exceed $1,000,000 in STT Consideration.

By way of illustration, the following breakdown of calculations reflect how the RPT Tax, the State Transfer Tax, and the Mansion Tax are computed based on the "bulked up" consideration:

	Purchase Price $500,000 or less	***Purchase Price greater than $500,000 and less than $2,000,000***
Tentative RPT Tax:		
Purchase Price	$400,000	$1,500,000
Applicable Tax Rate	x 1%	x 1.425%
Subtotal: Tentative RPT Tax	**$ 4,000**	**$ 21,375**

Tentative State Transfer Tax:		
Purchase Price	$400,000	$1,500,000
Rounded up to the nearest $500	$400,000	$1,500,000
Applicable Tax Rate	x 0.4%	x 0.4%
Subtotal: Tentative State Tax	**$ 1,600**	**$ 6,000**
Actual RPT Tax:		
Purchase Price	$400,000	$1,500,000
Tentative taxes (RPT + State Transfer)	+ 5,600	+ 27,375
Sponsor Closing Fees	+ 3,000	+ 3,000
RPT Consideration	**$408,600**	**$1,530,375**
Applicable Tax Rate	x 1%	x 1.425%
Total: RPT Tax	**$ 4,086**	**$ 21,808**
Actual State Transfer Tax:		
Purchase Price	$400,000	$1,500,000
Tentative RPT Tax	+ 4,000	+ 21,375
Sponsor Closing Fees	+ 3,000	+ 3,000
STT Consideration	**$407,000**	**$1,524,375**
Rounded up to the nearest $500	$407,000	$1,524,500
Applicable Tax Rate	x 0.4%	x 0.4%
Total: State Transfer Tax	**$ 1,628**	**$ 6,098**
Mansion Tax:		
Purchase Price	$400,000	$1,500,000
Tentative RPT Tax	+ 4,000	+ 21,375
Sponsor Closing Fees	+ 3,000	+ 3,000
STT Consideration	**$407,000**	**$1,524,375**
Applicable Tax Rate	*N/A*	1%
Total: Mansion Tax	*N/A*	**$ 15,243.75**

Notwithstanding the fact that the Ancillary Amenities are not real property and therefore are not mortgageable nor insurable for title insurance purposes, it is Sponsor's understanding that the New York State Department of Taxation and Finance and the New York City Department of Finance have taken the respective position that (i) the Ancillary Amenities are subject to the imposition of State Transfer Tax and RPT and (ii) the purchase price of each Ancillary Amenity being purchased by a Purchaser will be aggregated with the purchase price of the Unit for the purpose of computing State Transfer Tax and RPT Tax. Purchaser shall remain solely responsible to pay the full amount of State Transfer Tax and RPT Tax that may be due on the transaction at Closing, including without limitation any sums attributable to the addition of any Ancillary Amenities to the transaction.

The disclosures in this subsection regarding calculation of the State Transfer Tax, RPT Tax, and Mansion Tax are subject to change based on guidance documentation that may be issued in the future by the Department of Law, New York City Department of Finance, New York State Department of Taxation and Finance or other applicable authority that may dictate a different interpretation of how to calculate the State Transfer Tax, RPT Tax, and Mansion Tax in light of changes made to New York State Tax Law

Section 1404(a) effective as of July 1, 2021. For more information regarding calculations of transfer taxes, Purchasers are advised to consult with their title company or with counsel.

Sponsor has been advised by the Title Company that the information set forth below reflects the current position of the New York City Department of Finance with respect to RPT Tax that is due and payable in connection with the transfer by a seller of one or more units to the same or related purchasers, whether pursuant to one or more Purchase Agreements:

(1) ***Purchase of a single Unit:***

The RPT Tax on the Unit is 1% if the RPT Consideration is $500,000 or less, or 1.425% if the RPT Consideration is greater than $500,000.

(2) ***Purchase of multiple Units:***

The RPT Tax on each Unit is 1.425% if the RPT Consideration is $500,000 or less, or 2.625% if the RPT Consideration is greater than $500,000.

The Department of Finance currently takes the position that: (i) the lower tax rate (either 1% if the RPT Consideration is $500,000 or less, or 1.425% if the RPT Consideration is greater than $500,000) applies only in the case of a transfer of "an individual residential condominium unit;" and (ii) the higher tax rate (either 1.425% if the RPT Consideration is $500,000 or less, or 2.625% if the RPT Consideration is greater than $500,000) applies if a purchaser acquires more than one individual Unit (i.e. two Units).

(g) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording taxes, mortgage recording fees, origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. Currently, for original mortgages in a loan amount of less than $500,000, the mortgage recording tax rate is 2.05% of the face amount of the mortgage. For original mortgages in a loan amount of $500,000 or more, the mortgage recording tax rate is 2.175% of the face amount of the mortgage for one-to-three family homes and condominium units (or a 2.8% rate for all other properties, including without limitation commercial condominium units). Of the total tax due, the mortgagee pays an amount equal to 0.25% of the face amount of the mortgage. In addition, there is a $30 exemption for residential property. No representation is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage loans from any sources.

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

(h) If Purchaser has dealt with any broker other than Selling Agent or any other broker engaged in writing by Sponsor in connection with the purchase, then Purchaser will be required to pay any commission due to such broker.

(i) If Purchaser obtains mortgage financing, then one of the two following events shall apply, to the extent applicable: (a) if Sponsor is eligible for a mortgage recording tax ("MRT") credit, then Purchaser will pay Sponsor a sum equal to the partial MRT credit to which Purchaser may be entitled pursuant to § 339-ee(2) of the Condominium Act," or (b) if Sponsor is ineligible for an MRT credit, Purchaser shall be required to cooperate with Sponsor, Construction Lender, and Title Company to effectuate a partial mortgage

assignment, as set forth in more detail in the following subsection entitled "Mortgage Recording Tax Credit." In either case, any MRT credit received by Purchaser shall be paid to Sponsor as a reimbursement for the MRT previously paid by Sponsor in connection with any existing mortgages.

(j) If Purchaser is a Foreign Government Purchaser, Purchaser will be required to deposit with the Condominium an amount equal to 2 years' Common Charges with respect to the Unit, based on the Condominium budget in effect as of the Closing Date.

(k) Purchaser shall pay Purchaser's share of the Purchase Price of the Resident Manager's Unit (plus closing costs) allocated in accordance with the Common Interest of each Unit in the amount set forth in the section of the Plan entitled Schedule A – Purchase Prices and Related Information.

(l) Purchaser shall pay Purchaser's share of the Purchase Price of the Handicap Parking Space allocated in accordance with the Common Interest of each Unit in the amount set forth in the Section of the Plan entitled "Schedule A – Purchase Prices and Related Information."

All legal costs, fees and expenses of Starr Associates LLP, other than those specifically set forth above, will be the sole responsibility of Sponsor.

Mortgage Recording Tax Credit ("MRT")

In the event that Sponsor is eligible for an MRT credit, then any Purchaser who obtains a mortgage loan must pay Sponsor a sum equal to the partial MRT credit to which Purchaser may be entitled pursuant to § 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the MRT previously paid by Sponsor in connection with any existing mortgage(s) taken out by Sponsor ("Mortgage").

Sponsor may, at Sponsor's option and in Sponsor's sole discretion, elect to cause its mortgage lender to assign a portion of the Mortgage to each Purchaser's lender, with the lender's cooperation, when and if a Purchaser obtains financing. Each Purchaser's loan would, therefore, consist of a portion of the assigned Mortgage, for MRT purposes. The partial mortgage assignment would have no adverse impact on the purchase price of the Unit or on Purchaser's mortgage payment. Mortgage assignments (as opposed to new mortgages) are exempt from MRT. Since a portion of the Mortgage would be assigned to each Purchaser's lender as each Unit is conveyed from Sponsor to Purchaser, the Purchaser would be exempt from paying MRT to the City and State of New York to the extent that its mortgage consists of the assigned Mortgage. At the closing, Sponsor would receive a payment from Purchaser equal to (but not in excess thereof) the MRT that would otherwise be payable to the City and State of New York on the recording of Purchaser's mortgage. Pursuant to the terms of the Purchase Agreement, the form of which is set forth in Part II of the Plan, such Purchasers will be required to (i) advise its lender of this provision and exercise good faith efforts to cause its lender to cooperate with Sponsor and Sponsor's lender in connection with the partial assignment of its Mortgage, and (ii) cause its title company (if such title company is different from the Title Company named in the Plan) to cooperate with Sponsor's Title Company in effectuating and keeping record of the partial mortgage assignments. None of these terms and conditions relating to partial assignments shall be construed to mean that the purchase of the Unit is in any way contingent on financing.

Example of Estimated Closing Costs for a Typical Unit

A numerical example of estimated closing costs and expenses for a single Unit with a Purchase Price of $3,095,000 and a projected mortgage of $2,476,000 are set forth below by way of illustration only. All tax rates, title insurance premiums and recording rates are subject to change:

ITEM	DESCRIPTION	AMOUNT
Fee Insurance Premium for $3,095,000 of owner's insurance	Fee insurance premium.	$11,571.00
Mortgage Insurance Premium for $2,476,000 of lender's insurance	Mortgage insurance premium.	$2,356.00
RPT Tax	1.425% of bulked-up consideration of $3,672,846.25.	$52,338.06
State Transfer Tax	0.65% of bulked-up (rounded up) consideration of $3,649,478.75.	$23,721.75
Mansion Tax	1.5% of bulked-up consideration of $3,649,478.75.	$54,742.18
Mortgage Recording Tax	The tax rate is 2.175%. The borrower pays 1.925% - $30. This does not include the lender's ¼ point of mortgage tax in the amount of $6,190.	$47,633.00
Departmental and Bankruptcy Searches	Title searches.	$500.00
Estimated Recording Fees	One deed, one mortgage and one condo power of attorney.	$500.00
Estimated Lender's Title Endorsements	3 endorsements at $50 each.	$150.00
Sponsor Closing Fees	Basic closing fee ($3,000) + ACRIS document preparation fee ($250) + mortgage financing fee ($750).	$4,000
Working Capital Fund	2 months' Common Charges	See Schedule A
Share of Resident Manager's Unit (assuming Common Interest of 0.7863%)	Resident Manager's Purchase Price payment.	$18,513
Share of Handicap Parking Space (assuming Common Interest of 0.7863%)	Handicap Parking Space purchase price allocated by percentage of General Common Interest	$3,959
Total Estimated Closing Costs	*Excluding Working Capital Fund.*	$219,983.99

This example does not include the following costs or fees, to the extent applicable: Purchaser's financing costs, legal fees of Purchaser's attorney, additional Sponsor Closing Fees payable as set forth in paragraph (e) above, recording additional documents, penalty for late closing or adjustments with Sponsor (including mortgage recording tax reimbursement), apportionment of real estate taxes and insurance as described below.

Purchasers should note that adjustments for various closing items including Common Charges and real estate taxes will be made at Closing.

The foregoing projections assume that title insurance is purchased from the Title Company and that Purchaser closes without delays or the imposition of penalties. If Purchaser obtains a mortgage loan Purchaser can expect to incur additional fees for mortgage title insurance (with benefit of simultaneous rates), mortgage recording taxes and fees and other closing fees set forth above, plus the fee of Purchaser's attorney. Purchasers are advised to consult with prospective lenders for a detailed projection of related financing costs. Furthermore, the above example does not take into account possible new taxes, increases in tax rates or recording fees or increases in the cost of title insurance.

In the event Sponsor obtains a construction or acquisition loan which satisfies certain parameters and pays a mortgage recording tax thereon, it is specifically understood that, any mortgage tax credit shall inure to the benefit of Sponsor. Accordingly, at Closing, each Purchaser may pay all or a portion of the mortgage recording tax to Sponsor, to the extent of any mortgage tax credit allowed.

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 under the Plan in connection with the purchase of the Unit.

Closing Adjustments

(i) Adjustments. At Closing, adjustments between Sponsor and Purchaser will be made as of midnight of the day preceding the Closing Date 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, and future real estate taxes and assessments in accordance with the terms of the subsection below entitled "Real Estate Taxes;" (b) Common Charges (if Common Charges have been assessed by the Condominium Board) and assessments for the month in which title closes; and (c) if Purchaser is occupying a Unit pursuant to a Use and Occupancy Agreement, accrued use and occupancy fees and other charges.

(ii) Penalties. If Purchaser fails for any reason to close title to the Unit on the Scheduled Closing Date, (a) the Closing adjustments described above will be made as of midnight of the day preceding the Scheduled Closing Date, regardless of when the Actual Closing Date occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's increased carrying costs by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day starting from (and including) the Scheduled Closing Date to (and including) the Actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally Scheduled Closing Date, these provisions shall apply to any new Scheduled Closing Date.

(iii) Real Estate Taxes. In the event the Units have not been separately assessed for real estate tax purposes by the New York City Department of Finance ("Finance Department") prior to the First Closing, the real estate taxes for the next ensuing tax period ("Future Taxes") shall be paid by the Condominium Board in one of the following two manners, to be determined by Sponsor on or before the First Closing in its sole discretion:

Option A: Sponsor shall deliver at the First Closing to Escrow Agent, either cash, a letter of credit or a surety bond ("Tax Security") in the amount of the Future Taxes. Escrow Agent shall hold the Tax Security in escrow for the benefit of the Condominium. At each Closing prior to the date the Units are separately assessed and billed, Purchasers will be obligated to pay to Sponsor an amount equal to the Unit's pro-rata share of the Future Taxes (computed by multiplying the Common Interest of the Unit by the amount of the Future Taxes) ("Unit Tax Payment"). The Future Taxes shall be paid to the Finance Department when due by Sponsor, or by Escrow Agent using the Tax Security, either at Sponsor's direction, or upon Sponsor's failure to make such payment. If Sponsor pays the Future Taxes directly, the Tax Security shall be released to Sponsor upon delivery to Escrow Agent of proof of payment from the Finance Department of the Future Taxes. If at the time the Future Taxes are paid, the amount of the Future Taxes has been reduced by the Finance Department as a result of the implementation of real estate tax benefits, Escrow Agent shall make appropriate refunds to Sponsor and Sponsor shall in turn make such appropriate refunds to Purchasers on account of Unit Tax Payments.

In the event the Units are separately assessed and individual tax bills are issued by the Finance Department prior to the date the Future Taxes are due, Escrow Agent shall release the Tax Security to Sponsor and Sponsor shall in turn make such appropriate refunds to Purchasers, as

appropriate. In such event, Sponsor and Purchasers who closed title shall be required to pay their respective tax bills directly to the Finance Department.

Illustration. By way of illustration only, a Purchaser closing on a Unit in the middle of December (prior to separate assessment and individual billing of real estate taxes) is obligated to: (a) adjust with Sponsor for the first-half real estate taxes (July 1 to December 31) paid by Sponsor in July for the period from Closing through December 31; and (b) deliver to Sponsor a Unit Tax Payment for the second-half Future Taxes (January 1 to June 30). Thereafter, if the Units are not separately assessed and individual tax bills are not issued prior to the next ensuing tax payment, the Condominium will have the obligation to collect from each Unit Owner a Unit Tax Payment for first-half real estate taxes (July 1 to December 31) and pay such real estate taxes directly to the Finance Department on behalf of all Unit Owners.

Option B: The Condominium Board shall collect a Unit Tax Payment from each Unit Owner (including Sponsor with respect to Unsold Units) prior to the next ensuing tax period, which Unit Tax Payment shall constitute additional Common Charges. The Unit Tax Payments shall be payable by Unit Owners within 5 days of the date billed by the Condominium Board and shall be due and payable by such Unit Owner to the Condominium Board irrespective of whether such Unit Owner is required to escrow funds with such Unit Owner's lender in connection with a mortgage loan on such Unit. The Future Taxes shall be paid to the Finance Department when due by the Condominium. In the event of any overpayment of real estate taxes to the Condominium Board, each Unit Owner will be reimbursed for such Unit Owner's pro-rata share of such overpayment.

Illustration. By way of illustration only, if the First Closing takes place in the middle of August (prior to separate assessment and individual billing of real estate taxes), the Condominium may elect to divide the Future Taxes due January 1st into three monthly installments (attributable to October 1st, November 1st, and December 1st), and then may allocate each installment among all Unit Owners (including Sponsor with respect to Unsold Units) as Unit Tax Payments – such that, as of January 1st, the Condominium shall pay such real estate taxes directly to the Finance Department on behalf of all Unit Owners.

If the Condominium (or Sponsor/Escrow Agent, as applicable) pays the Future Taxes due and payable for the next ensuing tax period after the First Closing, but then the Units are still not separately assessed thereafter for one or more additional tax periods, the Condominium Board shall collect a Unit Tax Payment from each Unit Owner until the Units are separately assessed and individual tax bills are issued, which Unit Tax Payment shall constitute additional Common Charges. Unit Tax Payments shall be payable by Unit Owners within 5 days of the date billed by the Condominium Board and shall be due and payable by such Unit Owner to the Condominium Board irrespective of whether such Unit Owner is required to escrow funds with such Unit Owner's lender in connection with a mortgage loan on such Unit.

If any Unit Owner fails to make any Unit Tax Payment described in the foregoing paragraphs, the Condominium will have a lien on the Unit for non-payment in the same manner as Common Charges (see the section of the Plan entitled "Rights and Obligations of Unit Owners," subsection: "Common Charges: Collection and Lien for Non-Payment" for details).

In the event the amount of Future Taxes is increased (due to an increase in the tax rate or otherwise) prior to the separate assessment and issuance of individual tax bills by the Finance Department, the amount of such increase shall be payable by all Unit Owners, including Sponsor (with respect to its Units), in proportion to each Unit's Common Interest, adjusted for the period of ownership of each Unit by the respective Unit Owner. Such amount of increase shall be payable to Sponsor or the Condominium Board, as the case may be, within 5 days following written notice provided to such Unit Owner. Such increase shall be deemed additional Common Charges.

Other Costs

Except as specifically set forth in the Plan, Sponsor will pay all costs and expenses incurred in connection with the promulgation and consummation of the Plan and the sale of Units by Sponsor, including, but not limited to, all selling expenses and commissions payable to Selling Agent, advertising, printing and architects' fees, the fees of Sponsor's attorneys, engineering and appraisal costs and governmental filing fees, whether incurred prior or subsequent to the effective date of the Plan, in connection with the obligations of Sponsor. (See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

Financial Crimes Enforcement Network Disclosure

For the purpose of preventing evasion of the Bank Secrecy Act, the director of the Financial Crimes Enforcement Network of the U.S. Department of Treasury ("FinCen") issued a Geographic Targeting Order ("Order") to collect information about certain transactions, which applies to any corporation, limited liability company, partnership or other similar business entity, whether formed under the laws of a state, or of the United States, or a foreign jurisdiction (other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Security Exchange Commission, a self-regulatory organization registered with the Security Exchange Commission, or an entity solely owned by such a business) using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase "residential real property" in any borough of New York City for a total price in excess of certain threshold amounts. At the time of the Filing Date of the Plan, such reporting threshold is $300,000, which may be subject to change in the future. For the purposes of FinCEN, "residential real property" is defined as "real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from one to four families." Purchasers are advised that FinCEN has revised and extended the Order from time to time, which currently remains in effect until April 18, 2024, but may be subject to further extension. In the event that a Purchaser enters into a transaction that falls within the current scope of the Order, the Purchaser shall be required to deliver to the title company at Closing all documents and information necessary in order for the title company to comply with the requirements set forth in the Order. Any failure by a Purchaser to deliver such documents and information shall be deemed an Event of Default under the Purchase Agreement. For further details, Purchasers are advised to consult with a title company.

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor shall have the following rights and obligations and all Purchasers upon execution of their respective Purchase Agreements will be deemed to have accepted, approved and agreed to abide and be bound by the following:

(a) Sponsor has procured financing for Sponsor's planned construction work at the Building from Cain International Agent Limited, having an address at 767 Fifth Avenue, 17th Floor, New York, New York 10153 ("Project Lender"). If the Project Loan will not be satisfied at or prior to the First Closing, Project Lender will (i) consent to the formation of a condominium; (ii) subordinate the lien of its mortgage to the Declaration; and (iii) release its lien on the Unit being conveyed and its interest in the Common Elements. Pursuant to the terms of the construction loan documents, Sponsor must meet certain minimum release prices prior to Project Lender's release of its lien against the Unit. The construction loan documents do not require a specific minimum number or percentage of Purchase Agreements to be entered into prior to declaring the Plan effective.

Mezzanine financing has also been provided for costs related to construction of the Building by RDF 720 WEA, LLC ("Mezz Lender"). The financing provided by Mezz Lender is not secured by a mortgage on the Building.

In the event that Sponsor transfers ownership of the Property or the Sponsor entity to Project Lender or Mezz Lender or any affiliate thereof in accordance with the terms of such loan documents, such transfer shall not by itself constitute a material or adverse change affording Purchasers any rights to rescind their Purchase Agreements.

(b) The offering by Sponsor of Units under the Plan is contingent upon the Plan being declared effective and the First Closing shall not occur until the Plan has been declared effective. The Plan may be withdrawn or abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective (see the section of the Plan entitled "Effective Date" for details).

(c) Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, Sponsor's construction work at the Building will be sufficiently completed to permit the First Closing to take place on or about November 1, 2024. Sponsor has the right to change the projected date of the First Closing from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the projected date set forth in Schedule B in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Even if the First Closing occurs within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor is not obligated under the regulations promulgated by the Attorney General to schedule any subsequent closing within any specified time frame. Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the projected date of the First Closing, and Units on lower floors might close later than Units on higher floors. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing or any Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. Nothing contained in this section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any liability, suit, claim, cause of action, or demand under any legal theory. PROSPECTIVE PURCHASERS SHOULD THEREFORE

CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS WHEN DETERMINING WHETHER TO PURCHASE A UNIT.

In the event the actual or projected date of the First Closing is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated common charge projections. If the total common charge projections in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

As set forth in the Purchase Agreement, Sponsor has the right to adjourn the Closing Date from time to time and Purchasers should be aware that if the Closing Date is adjourned, Sponsor shall have no liability for any losses incurred by Purchaser as a result of such adjournment, including without limitation any costs associated with Purchaser's financing arrangements, travel or lodging expenses, fees associated with transfers of funds, legal fees, and lost interest on liquidated assets.

(d) Sponsor will perform such work and supply such materials, or will cause the same to be performed and supplied, and will bear all costs and expenses in connection therewith, as is necessary in order to complete the Building with a quality of construction comparable to the currently prevailing local standards and in accordance with the Plans and Specifications.

(e) Notwithstanding anything to the contrary, Sponsor reserves the right, in its sole and absolute discretion, without prior notice to Purchasers or amendment to the Plan to (i) modify from time to time the Condominium Documents and the Plans and Specifications (including changes in layouts and designs) as may be necessary in Sponsor's sole discretion to conform to Law or to expedite the sale of the Units, or due to structural, architectural or mechanical considerations, (ii) make changes in accordance with the section of the Plan entitled "Changes in Prices and Units," and/or (iii) substitute materials, appliances, equipment and fixtures that are of Equal or Better Quality in place of those described in the Plan and the Plans and Specifications. Notwithstanding the foregoing, no such modification, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Unit, will be made which: (x) materially and adversely affects a Unit Owner or Purchaser; (y) increases any obligation of a Unit Owner or Purchaser to any adverse and material degree; and/or (z) with respect to such Unsold Unit for which a Purchase Agreement is then in effect, materially decreases the square footage (measured in accordance with the Plan) of such Unit unless the Purchaser consents to such changes (except that such consent shall not be required of a Purchaser who is then in default of its obligations under their corresponding Purchase Agreement). A decrease in a Unit's square footage of 5% or less will not affect a Purchaser's obligations under the Purchase Agreement unless such decrease is determined to be material. There is a rebuttable presumption that square footage that is diminished by 5% or less is not material. The foregoing reservations of Sponsor's right to make changes is subject to the governing regulations of the Department of Law which provide for an affected Purchaser's consent for any material changes in Unit size, layout, or percentage of common interest provided that such affected Purchaser is not in default of its obligations under the Purchase Agreement and all Purchasers' consents for any material change in the size or material adverse change in the quality of the Common Elements. Notwithstanding anything to the contrary, a change in a Unit's Common Interest of less than 5% may be made without the consent of the affected Purchaser(s) if such change in Common Interest arises from a non-material change in the square footage (measured in accordance with the Plan) of such Unit resulting from, among other things, the latest specifications, construction/renovation conditions, variances, and/or tolerances, and/or "as-built" plans for the Building, Common Elements, and/or Units. Provided Purchaser's consent is not required, a Purchaser will not be excused from purchasing the Unit and will not have any claim for damages or losses against Sponsor as a result of any such change and such change will

not affect a Purchaser's obligations under the Purchase Agreement or the Plan, it being understood that nothing contained in this section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any liability, suit, claim, cause of action, or demand under any legal theory. If Purchaser's consent is required as a result of a change due to field conditions and construction variances and tolerances, or as a result of changes in Law (including without limitation applicable building codes and regulations) and Purchaser refuses to consent, then in such event, Sponsor's sole obligation shall be to terminate the Purchase Agreement and refund to Purchaser all Deposits made under the Purchase Agreement and any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Any material and adverse modification will be reflected in an amendment to the Plan.

(f) At the First Closing, 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 assignable undertakings received by Sponsor from contractors, suppliers, or others in connection with the renovation and equipping of the Building, including the assignable warranties and assignable undertakings received by Sponsor which relate to appliances, equipment, or fixtures located in the Units and the Common Elements, except that assignable warranties and assignable undertakings received by Sponsor which relate to appliances, equipment or fixtures located in any Unit shall be assigned to the Purchaser on the Closing Date. Sponsor does not make any representation as to which, if any, of the warranties and other assignable undertakings will continue to remain in force upon the Closing of any particular Unit. Sponsor shall have no liability or responsibility in the event a warrantor is unable, unwilling or for any reason, fails to perform under its warranty.

(g) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by § 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the Buildings Department. A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. No change of use or occupancy shall be made unless a new certificate of occupancy is issued, if required by Law. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario will occur. No Closing of a Unit will occur prior to the issuance of a TCO for the particular Unit. Sponsor and its principal will undertake the responsibility for extending each TCO prior to its expiration, and ultimately for obtaining a PCO covering the entire Building within 2 years from the date of the issuance of the first TCO, subject, however, to (i) Force Majeure, (ii) actions by Unit Owners or tenants of Unit Owners, (iii) work undertaken in a Unit by a Unit Owner, except in instances where Sponsor or Sponsor-controlled Condominium Board have given its consent to a Unit Owner to perform alterations, (iv) work undertaken in Common Elements by the Condominium Board after Sponsor no longer controls the Condominium Board or (v) any other cause over which Sponsor has no control. Neither Sponsor nor its principal make any representation that the Buildings Department will issue the PCO within such 2 year period. Notwithstanding the foregoing, Sponsor and its principal are obligated to procure the PCO for the Building, and shall exercise best efforts to obtain the PCO within such 2 year period while keeping the TCO current. Unit Owners and the Condominium Board shall be obligated to cooperate with, and refrain from obstructing, Sponsor in these undertakings.

Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations prior to the procurement of a PCO, such renovations may cause additional delays in

the issuance of a PCO. Nevertheless, Sponsor and its principal are obligated to procure the PCO. However, Sponsor or the Condominium Board may refuse to permit a Unit Owner to perform alterations until such time as a PCO has been obtained.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a Unit in a building that does not have a PCO. A Factsheet on Certificates of Occupancy is currently available on the DOB website at: http://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page.

The only construction prerequisite to Closing is the issuance of a TCO for the Unit or a PCO for the Building. As such, each Purchaser shall be required to close title to their particular Unit once a TCO is issued irrespective of outstanding items of work, provided Sponsor has satisfied the closing conditions set forth in the section of the Plan entitled "Terms of Sale" and subject to the section of the Plan entitled "Rights and Obligations of Sponsor."

Notwithstanding anything to the contrary, Purchasers will be required to consummate the purchase of the Unit and the Ancillary Amenity simultaneously at Closing, even if the construction of the Ancillary Amenity Area or Ancillary Amenity is not yet completed and access to the Ancillary Amenity by Purchaser is not yet available. The issuance of a TCO or PCO for the Ancillary Amenity Area is not a prerequisite that must occur before Sponsor may require the closing of title to a Unit and an Ancillary Amenity. In such event, the proceeds from the sale of the Ancillary Amenity will be held in the Ancillary Amenity Escrow until such time as access to the Ancillary Amenity Area and Ancillary Amenity is made available to Purchaser by Sponsor. The Ancillary Amenity Escrow will not be held in an interest-bearing escrow account, and therefore Purchaser will earn no interest on the Ancillary Amenity Escrow.

(h) If Sponsor fails to obtain a PCO for the Building prior to the First Closing, Sponsor will be obligated to: (i) direct the Escrow Agent to hold and maintain those monies received pursuant to all Purchase Agreements (see the section of the Plan entitled "Escrow and Trust Fund Requirements") which would otherwise be payable to Sponsor in the special trust account required by the General Business Law of the State of New York, §§352-e(2)(b) and 352(h), provided, however, that if Sponsor's architect, engineer or other qualified expert (collectively, "Sponsors Representative") certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete the work needed to obtain a PCO, then the amount exceeding the sum so certified by Sponsor's Representative shall be released from the special escrow account to Sponsor; or (ii) Sponsor shall deposit with Escrow Agent cash or an unconditional, irrevocable letter of credit or post a surety bond in an amount Sponsor's Representative, from time to time, certifies is reasonably necessary to complete the work needed to obtain the PCO. The Buildings Department advises Purchasers of houses and apartments who close title with only a TCO in place to consult with their attorneys or engineers for assurance that sufficient funds are escrowed or otherwise secured for Sponsor to obtain the PCO.

(i) Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. It is both customary and anticipated that certain issues will arise during the course of the construction process that warrant the taking of corrective action, including the repair or replacement of construction defects in order to satisfy Sponsor's obligations under the Plan.

(j) The Building will contain certain mechanical equipment – including, but not limited to, elevator machine rooms, fans, pumps, emergency generator, air-cooled condenser units, concealed ducted evaporator units, and heat recovery and branch selector units located in the below-grade floors and on the 2nd floor, PH16 Floor, the roof level, and the bulkhead level of the Building and in other areas of the Common Elements and HVAC units located in Units – which may cause noise and vibration throughout the Building (all of the foregoing, collectively, "Equipment"). While Sponsor will endeavor to reduce excessive noise and vibration emanating from the Equipment, it may be impossible to eliminate such

noise and vibration entirely. As a result, amenity areas and Units in close proximity (including without limitation Units TH2J, 2K, 3K, 4M, PH16B, PH16C, PH17A, PH17B, and PH17C) may be affected.

(k) The Condominium Board, Sponsor, and their respective Permitted Users have the right to operate the emergency generator as necessary, as well as to activate the emergency generator for testing on a periodic basis, normally once per month. During such testing periods, which may occur at any time, occupants of Units may experience excessive noise and vibration.

(l) No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. It is anticipated that during the first few years of Condominium operation, construction workers and related personnel will be at the Building from time to time, completing Sponsor's construction work at the Building and the Units, making adjustments and corrections and performing various tasks relating to the completion of Sponsor's construction work. During this period various building systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may require substantial time to complete and may need to be shut down temporarily. Various other adjustments to windows and elevators and other systems may require substantial time to be completed after the First Closing. In addition, the presence of scaffolding, hoists or construction elevator shafts or similar temporary construction facilities, may delay the Closing of Title to certain Units or lines of Units until such scaffolding, hoists, elevators or temporary facilities are no longer needed and are removed. Notwithstanding the foregoing, Sponsor shall at all times ensure that such construction work will not render any of the occupied Units uninhabitable pursuant to Law. A Purchaser who closes title to his or her Unit during the course of construction of the Common Elements or other Units acknowledges that construction noise, vibration, fumes, odors, dust, debris, scaffolding and other temporary interruption of services may affect Purchaser's enjoyment of the Unit during such period. With regard to the foregoing, in executing a Purchase Agreement, Purchaser acknowledges that Sponsor shall not be liable to Purchaser whatsoever or any third party in the event of non-completion of any item of construction on any projected date, or any interruption of services in the Building. Furthermore, Sponsor does not make any representation (express or implied) that any noise, odors, fumes or vibrations, if any, emanating from mechanical equipment belonging to the Condominium will not disturb occupants of the Units, and Sponsor shall have no liability whatsoever for any such disturbance to any Unit Owner or occupant.

(m) Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Units, the Building or the Common Elements except as otherwise expressly provided in the Plan. Sponsor agrees to complete renovation and to cause all mechanic's liens with respect to Sponsor's construction work at the Building to be promptly discharged or bonded or to deliver any and all requested documents to the title company necessary to insure title to the Unit at no additional cost to Purchaser (which title company shall be licensed in the state of New York), all subject to Sponsor's rights to abandon the Plan.

(n) Each Unit and the fixtures and personal property contained therein, are being sold and delivered as described in the Plan, at the time of transfer of title to such Unit unless Sponsor and the Purchaser otherwise agree in writing. With respect to Units, upon receipt of the Initial Closing Notice (or at such time as may be applicable in the event that Sponsor and Purchaser have agreed to modify or waive the Initial Closing Notice requirement), Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Unit within 7 days 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. If Purchaser believes that remaining items of work must be completed in the Unit, then Sponsor or its designated representative and Purchaser will at the time of the inspection agree upon and set forth in the Inspection Statement a list of the incomplete work to be completed by Sponsor following the Closing without provision for escrow. Sponsor's obligation under the Inspection Statement shall survive delivery of the deed to the Purchaser. The failure of Sponsor to

complete the work under the Inspection Statement prior to Closing shall not be grounds for Purchaser to delay the Closing or to refuse to pay the full Balance of the Purchase Price at Closing. Purchaser shall be obligated to provide Sponsor and its contractors, subcontractors agents and employees, unfettered access to the Unit and any Limited Common Elements appurtenant thereto after Closing in order to complete the work on the Inspection Statement, failing which Sponsor shall be relieved of its obligations to complete the work set forth on the Inspection Statement. Notwithstanding anything set forth in this paragraph, at such time as a TCO for the Unit is issued, Purchaser shall be obligated to close title to the Unit and pay the Balance of the Purchase Price at Closing.

(o) Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering as the Building comprises more than 5 stories. Sponsor makes no other warranties, express or implied, in connection with this offering of the Units and all such warranties are excluded, except as provided in the limited warranty ("Limited Warranty") set forth in this section. Sponsor will correct, repair, or replace any and all defects relating to renovation of the Building, Common Elements or the Units or in the installation or operation of any appliances, fixtures, or equipment therein, or will cause the same to be corrected, repaired, or replaced, but only if:

(1) such defects are due to substantially improper workmanship or construction practices or the use of materials that are materially and adversely at variance with the Plans and Specifications for the same; and

(2) Sponsor is notified by the Condominium Board or the affected Unit Owner, as the case may be, of the same in accordance with the following, which notice shall be by certified mail, return receipt requested:

(i) with respect to any latent defect (that is, a defect that is not discoverable by a reasonable and customary inspection) in the construction of a Unit, within 1 year of the earlier to occur of (a) the Closing of Title to the Unit or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing;

(ii) with respect to any patent defect (that is, a defect that is discoverable by a reasonable and customary inspection) in the construction of a Unit within 6 months of the earlier to occur of (a) the Closing of Title to the Unit, or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing;

(iii) with respect to any defects (patent or latent) in the construction of the Common Elements, within 1 year from the date of substantial completion of the portion of the Common Elements claimed to be defective. The issuance of a TCO or PCO covering such Common Elements shall be presumptive evidence that the construction of the Common Elements has been substantially completed.

The method of correcting any defect will be selected by Sponsor in its sole discretion. The quality of construction as to any such correction will be comparable to local standards customary in the particular trade or trades involved and will be in accordance with the Plans and Specifications.

Sponsor will be conclusively considered to have discharged any obligation that it may have with respect to the repair of a defect or replacement of a defective item, whether patent or latent, if:

a. Sponsor is not notified of the existence of such defect, in the manner and within the appropriate time period specified above;

b. The Condominium Board and/or Managing Agent and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors; or

c. Sponsor has corrected, or caused the correction of, the defect in accordance with the practice of the industry, as determined by Sponsor's general contractor, architect, or engineer, in their sole judgment.

d. Purchaser, through any act or omission (i) is the cause of such defect, (ii) obstructs, delays, prevents or hinders Sponsor from gaining access to the Unit in order to repair or replace the defect, or (iii) undertakes the repair or replacement of such defect.

(3) This Limited Warranty is only available to the first Purchaser of the Unit and Sponsor shall have no liability to any subsequent Purchaser with respect to any claimed defects relating to the construction of the Units, the Common Elements or the Building.

(p) Notwithstanding anything to the contrary set forth herein, Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or any Unit Owner as a result of any defects in construction or renovation, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including appliances and bathroom fixtures) or any other condition:

(i) with respect to which assignable warranties or other undertakings (however denoted) from manufacturers, contractors, materialpersons, or others which are assigned to the Condominium Board and/or any Unit Owner;

(ii) resulting from normal wear and tear, natural deterioration, normal settling (including, without limitation, cracks in crown molding, minor gapping in the flooring, uneven ceilings or floors, "checking" or cracking of floors, floor buckling or immaterial conditions), damage to wood due to changes in humidity, deflection, expansion or shifting of the Building or any irregularities in natural materials;

(iii) resulting from (i) Purchaser's failure to maintain such appliances, equipment, finishes, materials or fixtures in accordance with manufacturers' guidelines and specifications, (ii) Purchaser's renovations and/or alterations to a Unit or its appurtenant Limited Common Elements, and (iii) any willful or negligent acts or omissions by Purchaser or Purchaser's Permitted Users subsequent to the Closing of Title to the Unit; or

(iv) that are not of a material nature, including, without limitation, the following:

a. death of trees or landscape improvements, cracks in roof ballast, or concrete cracks that do not impair the structural soundness of the Building, including cracks or discoloration in concrete walls and paving, leaching or color variation in colored mortar, tiles or pavers, and brick, dimensional variations in brick joints, mortar droppings on bricks, ponding, and/or controlled drainage on roof and Terrace surfaces, Terrace tiles or pavers not laid flat, stained tiles or color variations in tiles or pavers, and cracks in pressure treated wood used, or intended for use, outside the Building;

b. protruding dry wall fastenings, nail pops, ridging on gypsum board, slight variations in gypsum board taping visible only under certain lighting conditions, walls not square, lumber shrinkage, painting defects, electrical plates not straight, slight separation between base and floor, variations in floor and ceiling levels, carpet or floor discoloring or stretching, variations in width, length, thickness, finish, or color range of wood floors, ceiling imperfections, and stains, runs, lumps, shags, or imperfections in weave in fabric panels;

c. door or window sticking due to weather, door warpage (including warpage of the main entrance door or Terrace door to a Unit within reasonable tolerances of doors of

similar size, weight and quality), adjustment of bi-fold doors, and air and water infiltration from windows or Terrace doors in excess of industry standards;

d. variations in tone or color of interior and exterior natural materials or natural stone (including the limestone used on the exterior façade of the Building) including variations in tone or color of flooring, walls, countertops, backsplash, vanity tops or other natural stone, marble, ceramic or wood surfaces, slight scratches in plastic laminate, glass, metal, vitreous china, natural stone, wood, stainless steel, porcelain or other surfaces, discoloration to hardware and plumbing finishes, cracked bath tile grouting, variation in grouting thickness, and misalignment of bathroom finishes;

e. variations in wood floor stains and finishes;

f. noise, vibrations or odors from normal plumbing, heating, air-conditioning, ventilating, mechanical equipment operation and elevator operation, and floor noises and creaking;

g. repair of chips, scratches, mars, breaks, dents, cracks, and other defects in any windows and window sashes, sliding glass doors, shower doors, louvers, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, water closets, kitchen cabinets, backsplashes, and countertops, vanity tops and cabinets, tile or natural stone floors and walls, saddles, appliances, woodwork, millwork, doors, mirrors, and hardware;

h. normal wear, including chips, to passenger elevator cabs, cab doors, elevator door frames, cab panels, Unit doors and Unit door frames; and

i. pertaining to television, radio, internet or other telecommunication reception.

Sponsor's obligations, regardless of any limitations in any warranty or in the Plan, cannot go below the duty to construct the Building in accordance with all applicable Laws and the Plans and Specifications, and any conflict between any such disclaimers and Sponsor's obligation to construct the Building in accordance with all applicable Laws and the Plans and Specifications shall be resolved in favor of the latter.

Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filing or refinishing the same not caused by the use of the Units by Unit Owners, but Sponsor will not be obligated to replace any such surfaces. Additionally, during the course of construction concrete cracks and/or chips of a material nature on the exterior façade of the Building may be repaired by Sponsor by field patching.

THE ITEMS AND CONDITIONS DESCRIBED ABOVE IN (IV) ARE NOT DEFECTS AND MAY BE FOUND IN ANY SUBSTANTIALLY RENOVATED OR NEWLY CONSTRUCTED BUILDING. PURCHASERS WHO PURCHASE A UNIT IN THE BUILDING OR IN ANY OTHER SUBSTANTIALLY RENOVATED OR NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE CONDITIONS IN THEIR UNITS OR THE COMMON ELEMENTS. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY IMMATERIAL CONDITIONS (INCLUDING WITHOUT LIMITATION THOSE SET FORTH ABOVE) AND SHALL NOT BE LIABLE TO ANY PURCHASER OR CONDOMINIUM BOARD THEREFOR. IF PURCHASER OR CONDOMINIUM BOARD DESIRES TO CORRECT OR REPAIR ANY SUCH ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THE PURCHASER OR CONDOMINIUM BOARD MUST PROCEED AT ITS SOLE COST AND EXPENSE AND/OR UTILIZE ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO IT BY SPONSOR.

(q) NOTHING CONTAINED IN THIS SECTION WILL BE CONSTRUED SO AS TO RENDER SPONSOR LIABLE FOR MONEY DAMAGES NOR SHALL PURCHASER HAVE ANY

SUIT, CLAIM, CAUSE OF ACTION, OR DEMAND (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE), IT BEING INTENDED THAT SPONSOR'S SOLE OBLIGATION UNDER THE PLAN WILL BE TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF CONSTRUCTION UPON, AND SUBJECT TO, THE TERMS AND CONDITIONS SET FORTH ABOVE. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH ABOVE, SPONSOR WILL HAVE NO OBLIGATION TO CORRECT OR REPAIR ANY IMMATERIAL CONDITIONS IN THE BUILDING (INCLUDING IN THE UNSOLD UNITS AND THE COMMON ELEMENTS) OR IN, OR WITH RESPECT TO, ITS INSTALLATIONS, APPARATUSES, FIXTURES, FINISHES, MATERIALS, AND APPURTENANCES. ASIDE FROM ANY SPONSOR WARRANTIES AND UNDERTAKINGS WITH RESPECT TO THE CONSTRUCTION AND COMPLETION OF THE BUILDING CONTAINED IN THIS SECTION, NO OTHER WARRANTIES OR UNDERTAKINGS SHALL BE IMPLIED. HOWEVER, NO SUCH DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS.

(r) Except for those warranties or guarantees provided to Sponsor by contractors, manufacturers or suppliers, which Sponsor will assign to the Condominium Board and/or Unit Owners, as necessary, Sponsor does not make any representation of any kind, express or implied, and Sponsor hereby disclaims any and all warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the construction of the Units and the Common Elements and with respect to the personal property located within the Units, the Common Elements, and the Unit Owners assume all risk and liability from the use of this personal property.

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

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

(u) Sponsor will pay or cause to be paid all contractors, subcontractors and materialpersons and all others involved in the renovation and equipping of the Building in accordance with the New York Lien Law, for work performed and fixtures, material and equipment supplied or installed during Sponsor's construction thereof.

(v) No Closing of a Unit will occur prior to the issuance of a TCO for the particular Unit. Sponsor will perform any work and/or supply any material necessary to obtain a PCO.

(w) Sponsor shall be obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions relating to Sponsor's obligations and shall be obligated to indemnify the Condominium Board and Unit Owners against any such action or proceeding.

(x) At or subsequent to the First Closing, Sponsor will deliver to the Condominium Board copies of the following documents, as applicable, and as otherwise in Sponsor's possession: (i) mechanical, electrical and plumbing drawings for the Building; (ii) operating and maintenance manuals for mechanical equipment; (iii) electronic system manuals; (iv) major equipment start-up sheets and control system as-built; and (v) original test and balance report for HVAC system.

(y) In accordance with §339-p of the Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Tax Lot Drawings are an accurate

copy of portions of the Plans and Specifications of the Building as filed with and approved by the municipal or other governmental authority having jurisdiction over the issuance of permits for the construction of the Building and, in addition, such architect or professional engineer shall make periodic inspections at various stages of construction to determine that the Building is built in accordance with the Plans and Specifications.

(z) Sponsor will pay all Common Charges (once Common Charges have been assessed by the Condominium Board), Special Assessments and real estate taxes allocated to any Unsold Units in accordance with the provisions of the By-Laws. Sponsor expects to have the financial resources to meet the aforesaid obligations and to fund same from income from projected sales, the rental or leasing of Unsold Units and Sponsor's other financial resources. No bond or other security will be posted by Sponsor with respect to this obligation.

(aa) At or prior to the First Closing, the Condominium Board or Sponsor (on behalf of the Condominium Board) will procure 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 (including without limitation fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance), the types and cost of which insurance has been reflected in the First Year's Budget.

(bb) Pursuant to the provisions of §352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection, by Purchasers and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of 6 years from the date of the recording of the Declaration. In addition, a set of Tax Lot Drawings showing the layout, location and approximate dimensions of each Unit and its Unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the Register's Office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

(cc) Sponsor will deliver to the Condominium Board copies of all books of account and records pertaining to the Building's operation which are in Sponsor's possession.

(dd) In the event of the dissolution or liquidation of Sponsor or the transfer by Sponsor of 10 or more Units or 20% or more of the total number of Units in the Condominium, whichever is less, to a single Purchaser, Sponsor will provide financially responsible entities or individuals who will assume the status and all obligations of Sponsor for those Units under the Plan and Laws.

(ee) The risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until Purchaser takes possession of the Unit, at which time such risk, to the extent not covered by existing insurance, shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion within sixty (60) days of the damage to the Unit) to repair or restore the Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price of the Unit. In such event, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect to repair or restore the Unit

(which election shall be made in its sole discretion within sixty (60) days of the damage to the Unit), or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws"), the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return all Deposits, together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

(ff) Sponsor and its contractors, subcontractors, consultants, materialpersons, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Limited Common Elements and Ancillary Amenities) for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Units and the Common Elements. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit and/or any appurtenant Limited Common Elements for their permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personal property or fixtures contained therein. Such entry shall be permitted on reasonable prior notice based on the nature of the repair or replacement but in no event on less than two days' notice, except that no notice will be necessary in the case of an emergency (i.e. a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building).

(gg) Sponsor reserves the unconditional right to rent rather than sell Units after the consummation of the Plan. Therefore, Sponsor makes no representations or guarantees that the sale of the Units will progress in a manner deemed to be reasonably timely by any Purchaser. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more Units than the 15% necessary to declare the Plan effective (i.e., 20 Units based on 131 Units offered for sale, excluding the Resident Manager's Unit) and therefore owner-occupants may never gain effective control and management of the Condominium.

(hh) Sponsor intends to offer Unsold Units for sale both to Purchasers for personal occupancy and Purchasers who are purchasing for investment or resale. Purchasers for investment or resale may rent such Units rather than use such Units for personal occupancy. As a result, some and possibly many Units may be occupied by renters instead of Unit Owners. Since the Condominium Board does not have the right to approve or disapprove potential Purchasers of Units, the Condominium Board is unable to limit the number of Purchasers who purchase Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Unit Owners who are not occupants. It is possible that those Unit Owners who occupy their Units may have different interests than those Unit Owners who purchased such Units as an investment.

(ii) All representations under the Plan, all obligations pursuant to the General Business Law §352-e, and such additional obligations under the Plan which are to be performed subsequent to the Closing Date shall survive delivery of the deed.

(jj) Sponsor does not anticipate that any Excess Development Rights will remain upon completion of the Building. However, if the applicable provisions of the Zoning Resolution change in the future, such changes may generate transferable Excess Development Rights which will not be included in the Property and shall be the exclusive property of Sponsor. Sponsor cannot represent the amount of transferable Excess Development Rights that could result from such changes. Neither the Condominium

Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights. If any Excess Development Rights are transferred to an adjoining premises, the light and air of the Building and views from Units and/or Terraces may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration.

Obligations of Sponsor under the Plan with respect to the Building and the Units 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 120 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 120-day period.

All rights of Sponsor with respect to Unsold Units as set forth herein and in the Condominium Documents shall inure to the benefit of any principal of Sponsor solely with respect to the Unit(s) owned by such principal of Sponsor, if any, but only until such time as the earlier to occur of either: (i) there has been an event of default pursuant to a mezzanine loan Permitted Mortgage entered into by Sponsor; or (ii) such principal is no longer identified as a principal of Sponsor in the Plan. For the avoidance of doubt, principals of Sponsor will not have such rights with respect to the Unsold Units, but rather only with respect to the Unit(s) owned by such principal(s) of Sponsor. Notwithstanding anything to the contrary, this paragraph shall not be construed to entitle the Condominium Board or any Unit Owner (other than Sponsor's mezzanine lender) with any enforcement, investigative, or other rights whatsoever with respect to Sponsor's status under the mezzanine loan documents, including without limitation any rights to condition or delay the exercise of any principal's rights under this paragraph until such time that the conditions under provision "(i)" are evidenced to the Condominium Board or any other party. Obligations of Sponsor under the Plan shall inure solely to the benefit of Purchasers of Units directly from Sponsor and shall not inure to the benefit of any Purchaser or tenant upon the resale, assignment or subletting of a Unit.

To the best of Sponsor's knowledge, as of the Filing Date of the Plan, Sponsor has sufficient resources to fund its obligations set forth in the Plan. Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan shall survive the delivery of the respective deeds to the Units to Purchasers.

In the event Sponsor is unable to perform its material obligations under the Plan, all sales will cease, Sponsor will promptly submit an amendment to the Plan setting forth its inability to perform such material obligations under the Plan, and will offer all Purchasers the right to rescind their Purchase Agreements within 15 days after the Presentation Date of the amendment. Any Purchaser electing rescission pursuant to the offer will have all Deposits and any interest accrued thereon returned, except for any Special Work Funds to the extent that such Special Work Funds have been expended.

The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective Purchase Agreements. Sponsor does not make any representations or warranties other than as set forth in the Plan.

The terms of the Plan will govern in the event of a conflict between the Plan and any other document or advertisement used in connection with the Plan.

Use of Unsold Units

Sponsor reserves the right, without prior notice or amendment to the Plan, to use any Unsold Units as sales, rental offices and model units and in any other manner in compliance with Law. In the event Sponsor

thereafter elects to sell any such Unsold Unit, Sponsor may require Purchaser to purchase all or any of the furniture, furnishings, finishes, equipment or decorations (including wall coverings, window treatments, carpeting, and the like) therein and pay, in addition to the Purchase Price of the Unit, such amounts as Sponsor may determine.

Sales Center/Model Unit/Marketing Materials

In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments, carpeting and the like ("FFE") in any portion of the Building (including without limitation the Units) set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Units imply or represent that any such FFE will be located within any portion of the Building (including without limitation the Units). The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from the designations utilized on the Floor Plans of the Units and/or the Description of Property and Improvements set forth in Part II of the Plan, including, without limitation, closets, hallways, dens/media rooms and powder rooms. In no event, however, shall any designations, labels or nomenclature used in marketing materials conflict with the legally permitted uses of such areas or rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials.

Sponsor reserves the right to utilize the furniture, furnishings and equipment through-out various parts of the Building which were used in the Sales Office. All such furniture, furnishings and equipment, however, will be re-conditioned, if needed.

Sponsor's Easement Rights

Sponsor and its Permitted Users shall have an exclusive easement for so long as Sponsor owns an Unsold Unit to erect, use, lease, maintain, repair, replace and operate (a) antennae, satellite dishes and other communications equipment, and (b) any pipes, risers, ducts, flues and equipment necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements (excluding any Limited Common Elements and Ancillary Amenities) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith. Sponsor and its Permitted Users shall have an easement in, over, under, through and upon the Common Elements (including but not limited to, lobbies, hallways and corridors), to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units, including, without limitation, the right to erect, maintain, replace and/or repair any sign and/or lighting permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit or the operation of any business of a tenant or occupant of any Unit. Sponsor shall be entitled to permit any one or more of such easements to be utilized by the Permitted Users. Sponsor reserves the right to install additional fireplace flues and mechanical equipment on the roof of the Building.

Condominium Name

Pursuant to the Declaration, Sponsor shall own and control all rights to the name of the Condominium and/or the Building. In addition, Sponsor shall have the right to utilize other names for the Building or portion thereof for marketing and/or promotional purposes, without the consent of the Condominium Board or the Unit Owners.

Sponsor's Liability

No party other than Purchasers who (i) have signed fully-executed Purchase Agreements and (ii) are entitled to the protections in the Plan shall have any right or benefit in or from the Plan, including without limitation the right to insist upon or enforce against Sponsor the performance of any or all of Sponsor's obligations under the Plan and no such third party (including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor shall not be responsible for any failure by the Managing Agent, its successors or assigns, or the Condominium Board to properly maintain the Property.

CONTROL BY SPONSOR

The Condominium Board shall initially consist of 3 persons designated from time to time by Sponsor. Sponsor presently anticipates that the initial members of the Condominium Board shall be Myles Horn, Rachel Brill, and Robert Rothschild, who shall serve as President, Vice President and Secretary/Treasurer, respectively. Each of these individuals is an affiliate of Sponsor. Sponsor reserves the right to designate different individuals to serve on the initial Condominium Board in lieu of the above mentioned individuals. The initial Condominium Board shall conduct all affairs of the Condominium.

Sponsor will have control over the Condominium Board until the earlier to occur of (i) the fifth anniversary of the First Closing, (ii) the Closing of Title to all Units offered for sale pursuant to the Plan, or (iii) the date on which Sponsor otherwise exercises its right to relinquish control of the Condominium Board ("Sponsor Control Period"). Notwithstanding the relinquishment of control by Sponsor, the Condominium Board cannot take any action whatsoever which would interfere to any degree with Sponsor's rights under the Plan or Sponsor's ability to meet its obligations under the Plan, including without limitation Sponsor's obligation to procure a PCO for the Building.

At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interest attributable to the Unsold Units as it sees fit. When voting for Members of the Condominium Board, each Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Units) shall be entitled to cast 1 vote for each .0001% of Common Interest attributable to the Unit per Member to be elected. However, at elections of Members to the Condominium Board held during the Sponsor Control Period, Sponsor shall have the right to designate 3 of the 5 Members of the Condominium Board.

Subsequent to the Sponsor Control Period, until the later to occur of (a) the second anniversary of the First Closing or (b) the Closing of Title to all Units, Sponsor shall have the right to designate one (1) Member to the Condominium Board, and shall have the right to vote its Common Interest attributable to the Unsold Units for the remaining Members of the Condominium Board.

Within thirty (30) days after the expiration of the Sponsor Control Period, and assuming the First Annual Meeting has not yet occurred, 2 of the 3 Members of the Condominium Board who were designated by Sponsor shall resign and a replacement shall be filled by a vote of the Unit Owners (including Sponsor) at a special meeting called for such purpose.

The number of Members of the Condominium Board may not be increased or decreased without the consent of Sponsor for so long as Sponsor continues to own at least one (1) Unsold Unit.

During the Sponsor Control Period, Sponsor will through its control of the Condominium Board have control of the maintenance and operation of, and the services to be provided by, the Condominium and will determine the Common Charges to be paid by all Unit Owners.

For so long as Sponsor continues to own at least 25% in number of all Units, but in no event later than 5 years after the First Closing, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit; or (b) assess any Common Charges or Special Assessments for the creation of, addition to, or replacement of all or part of a working capital, reserve, contingency or surplus fund; or (c) increase or decrease the number, or change the kind of employees from those described in the First Year's Budget; or (d) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services in excess of those described in the First Year's Budget, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business; or (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that (x) Sponsor may not diminish or eliminate services, facilities or any line items described in the First Year's Budget; and (y) Sponsor's written consent is not necessary to perform any

function or take any action described in items (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary to enable the Condominium Board to (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer or (iv) to ensure the health and safety of the occupants of the Building.

Notwithstanding anything to the contrary, any provisions giving Sponsor control of the enforcement of Sponsor's obligations are not lawful. In addition, if any of the Members of the Condominium Board have not been designated by Sponsor, any Members of the Condominium Board that have been designated by Sponsor shall not be permitted to vote with respect to whether to bring a legal action against Sponsor.

CONDOMINIUM BOARD

The affairs of the Condominium shall be governed by the Condominium Board. The term of office of the Members of the Condominium Board shall be for 1 year or until their successors are elected. Members of the Condominium Board shall serve without compensation. Any Member of the Condominium Board may resign membership at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the President or Secretary of the Condominium Board. Notwithstanding the term of such Member's office, such resignation shall take effect at the time specified therein. (See the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for details.)

The First Annual Meeting will be held on (i) a date that is approximately 30 days after the second anniversary of the First Closing or (ii) such earlier date on which the initial Condominium Board has scheduled the First Annual Meeting, in its sole discretion.

Commencing with the First Annual Meeting, the Condominium Board shall consist of five (5) individuals who shall be elected and/or designated in accordance with the terms of the By-Laws by the Unit Owners (including Sponsor) (collectively, the "Members"). Except for Members designated by Sponsor and/or the Unit Owners, all Members of the Condominium Board shall be either: (i) individual Unit Owners or adult Family Members of an individual Unit Owner; or (ii) individual Permitted Mortgagees; or (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees. The number or composition of Condominium Board Members may not be changed except in accordance with the procedures described in the By-Laws.

A Member of the Condominium Board may be removed with or without cause by an affirmative vote of a majority of Unit Owners who are present at a meeting containing a quorum of Unit Owners, provided, however, that any Member designated by Sponsor may only be removed and replaced by Sponsor, who alone shall have the right to designate a replacement.

Notwithstanding anything to the contrary set forth herein, any Member of the Condominium Board may be removed "with cause" by an affirmative vote of a majority of the Condominium Board at a special meeting duly called for such purpose, in which case the replacement will be elected by the Unit Owners or designated by Sponsor, as applicable.

No Member of the Condominium Board shall continue to serve on the Condominium Board if, during the term of office, such Member shall cease to be a Unit Owner or an interested party as described in the By-Laws; provided, however, that these provisions respecting Unit Ownership and occupancy, and Condominium Board membership, shall not apply to Members of the Condominium Board designated by Sponsor.

A successor officer may be elected at any regular Condominium Board meeting or at any special Condominium Board meeting called for such purpose. The President may call a special meeting whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such meeting signed by Unit Owners having in aggregate no less than 40% of the Common Interest of all Unit Owners.

All officers, and Members of Condominium Board will be insured at all times from and after the First Closing under directors' and officers' liability insurance in favor of the Condominium. The amount and cost of the insurance has been provided for in the First Year's Budget.

To the extent permitted by Law, Members of the Condominium Board will have no liability to Unit Owners except for liability for bad faith or willful misconduct, as determined on a case-by-case basis. The Condominium Board may contract or effect any other transaction with any Member of the Condominium

Board, any Unit Owner, Sponsor, or any affiliate of any of them without incurring any liability for self-dealing, except in the cases of bad faith or willful misconduct. The Condominium Board has a fiduciary duty to act in the best interests of the Condominium. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interest indemnify each Member of the Condominium Board against any liability or claim except those arising out of the bad faith or willful misconduct of such Member of the Condominium Board.

Purchasers should refer to the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" subsection "Amendments to Condominium Documents" for a discussion of the procedures to amend the Condominium Documents.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sales and Leases of Units

Each Unit Owner may either lease the Unit for terms of not less nor more than 1 year or sell the Unit provided that, in each instance, the Unit Owner ("Offering Unit Owner") first gives the Condominium Board, on behalf of all Unit Owners, notice of intention to sell or lease together with any and all application forms and documentation required by the Condominium Board, and an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered in good faith by a prospective Purchaser or lessee, as more specifically provided in the By-Laws. If the Condominium Board does not elect to purchase or lease the Unit within 30 days after receipt of notice, the Offering Unit Owner will have an additional 60 days to enter into a written agreement with the prospective Purchaser or lessee, as the case may be, embodying the terms set forth in such notice. In the event such written agreement is not executed by the Offering Unit Owner within such 60 day period or such sale or rental is not consummated within an additional 60 days following the expiration of such 60 day period, the Offering Unit Owner will be required to again first offer the same to the Condominium Board, provided that the Condominium Board shall be entitled to waive, or to permit an extension of, either or both of such 60 day periods. The Condominium Board may not exercise its option to purchase or lease any Unit without prior approval of a majority in interest of all Unit Owners. The By-Laws permit the Condominium Board to (i) borrow money on behalf of the Condominium for the benefit of Unit Owners, (ii) increase Common Charges assessed against all Unit Owners and (iii) impose Special Assessments against all Unit Owners, in the event the Condominium Board elects to exercise its right of first refusal. Purchaser should refer to Article 7 of the By-Laws for details concerning the Condominium Board's election to exercise its right of first refusal. Any such deed given by an Offering Unit Owner shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Condominium Documents, as the same may be amended from time to time. Any such lease shall be consistent with the By-Laws and shall provide that it may not be materially modified, amended, or extended without the prior consent in writing of the Condominium Board, that the tenant shall not assign the lease or sublet the Unit or any part thereof without the prior consent in writing of the Condominium Board, and that the Condominium Board, if permitted by Law, shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. The form of any such lease shall be a printed, reasonably applicable form of residential lease which is generally accepted in New York City such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, except for such changes therein as provided in the By-Laws.

Any purported sale or rental of a Unit in violation of this section shall be voidable at the election of the Condominium Board. The Condominium Board may not discriminate against any person on the basis of race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law.

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

A Unit Owner may only sell or lease the entire Unit. In addition, each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's undivided interest in (a) the Common Elements, (b) any Unit or Units acquired by the Condominium Board on behalf of all Unit Owners, or any proceeds of the sale or rental thereof, and (c) any other assets of the Condominium. No part of the Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of,

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

A Unit may not be sold or leased unless all unpaid Common Charges and liens against the Unit (other than Permitted Mortgages) are paid and/or satisfied at or prior to the sale or rental. In addition, the Condominium Board and the Managing Agent may (i) establish reasonable restrictions with respect to the sale or rental of Units and (ii) implement fees in connection with the sale or rental of Units, which shall be payable by the Offering Unit Owner. The Condominium Board has the right, in its sole discretion, to terminate a lease, if the tenant has violated the terms of the Condominium Documents, including the Rules and Regulations beyond all applicable notice and grace periods. If the tenant fails to vacate after receipt of the termination notice from the Condominium Board, the Condominium Board shall have the right to commence summary eviction proceedings against the tenant.

Any restrictions upon the sale and lease of Units shall not apply to Sponsor with respect to any Unsold Units, or to Unit Owners with respect to any Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, all of whom shall be free to sell or lease without first offering to sell or lease to the Condominium Board and without payment of any fees.

Notwithstanding anything contained herein to the contrary, a Unit Owner who acquired title to the Unit from Sponsor is prohibited under the Purchase Agreement for a period of twelve (12) months from the First Closing from taking any of the following actions without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole and absolute discretion: (i) listing such Unit for sale with any broker, (ii) placing or authorizing any listing of the Unit for sale in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Unit for sale. A Unit Owner's breach of these provisions may result in, among other things, Sponsor bringing a legal claim against such Unit Owner for damages.

Sales of Ancillary Amenities

Although the Ancillary Amenity Areas are General Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Ancillary Amenities located therein pursuant to a licensing arrangement and retain all proceeds of such sale. The Condominium will not be entitled to any of the proceeds from the sale of the Ancillary Amenities. An Ancillary Amenity may only be licensed or sublicensed to another Unit Owner or a Purchaser who is simultaneously purchasing a Unit and in no event shall be transferred independently of the ownership of a Unit (with the exception of the Handicap Parking Space, which shall be owned by the Condominium as set forth in more detail herein).

Upon the issuance of an Ancillary Amenity License to a Unit Owner (by assignment or otherwise), such Ancillary Amenity License shall be assignable as set forth above without the consent of the Condominium Board provided written notification of such assignment is delivered to the Condominium Board. Neither Sponsor nor the Condominium Board shall have any obligations or liabilities with respect to private assignments between Unit Owners.

The Condominium will not be entitled to any of the proceeds from the sale of the Ancillary Amenities. The Condominium Board has the right to impose and/or regulate license fees and Special Assessments in connection with the Ancillary Amenities. Any monthly license fees imposed shall constitute "additional Common Charges" under the terms of the Condominium Documents.

If the Condominium Board terminates an Ancillary Amenity License or a Unit Owner surrenders an Ancillary Amenity License without assigning the Ancillary Amenity License to another Unit Owner, the Condominium Board shall have the right to issue a new Ancillary Amenity License to another Unit Owner, in its sole discretion.

Use of Units and Common Elements and Ancillary Amenities

A Unit shall be used for residential purposes only, including permitted "home occupation" as defined in the Zoning Resolution of the City of New York as may be amended from time to time, and not more than one family may occupy a Unit at one time. A Unit may not be used for any "dormitory," "bed and breakfast" or other transient hotel-type use. A Unit 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) may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, a member of such limited liability company, the fiduciary or beneficiary of such fiduciary, a principal or employee of such other entity, respectively, or by Family Members and guests of any of the foregoing. A Unit may be used for any other purpose, provided such use is permitted by, and complies with Law does not violate the then existing TCO or PCO covering the Building, and the Condominium Board, in its sole discretion, grants permission for such use.

Each Unit Owner licensing an Ancillary Amenity will be required to maintain insurance in amounts sufficient to cover the property located in the Ancillary Amenity.

A Storage Locker may be used only for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item be stored therein. Purchasers are advised that field conditions may require that certain Storage Lockers contain structural components or mechanical equipment, including without limitation pipes, ducts, ductwork, conduits, shafts, shaftways, columns, beams, chases, and chaseways. In connection therewith: (i) Purchasers will not be entitled to any credit, offset, or reduction in the Purchase Price of the Unit or otherwise be relieved from any obligation under the Purchase Agreement, (ii) the Condominium Board, the building staff, and their respective Permitted Users may require routine access to the Storage Locker for the purpose of performing inspections, maintenance, and repairs, and (iii) the dimensions of the Storage Lockers set forth on the Floor Plans would not account for such components or equipment. For approximate Storage Locker square footages exclusive of structural components, reference should be made to the square footages of the Storage Lockers on the Schedule A.

Purchasers are advised that the entirety of twenty-nine (29) Storage Lockers and portions of twelve (12) Storage Lockers (collectively, "Vault Storage Lockers") shall be located in the GCE Vault Spaces owned by the City of New York (as such term is defined in the Special Risk entitled "Vault Space"), while all remaining Storage Lockers are located within the Property owned by the Condominium ("Non-Vault Storage Lockers"). Reference should be made to the special risk entitled "Vault Spaces" for more information regarding the Vault Spaces, including without limitation the possibility that the City of New York may reclaim the GCE Vault Spaces. Purchasers are advised that the License Agreements for the Storage Lockers includes provisions that provide that, in the event the City of New York reclaims one or more of the GCE Vault Spaces, (i) to the extent that any Vault Storage Lockers are located within the GCE Vault Spaces that are reclaimed by the City of New York, such license agreements shall be immediately terminated, and (ii) to the extent that any Vault Mechanical Areas are reclaimed by the City of New York, the Condominium Board shall have the unconditional right, in its sole discretion, to terminate any and all of the license agreements for all Storage Lockers (including without limitation the Non-Vault Storage Lockers) for the sole purpose of relocating the mechanical equipment formerly located in the reclaimed Vault Mechanical Areas. In the event that either or both of the foregoing events "(i)" and "(ii)" take place, the licensee(s) of the terminated license agreement(s) shall no longer have any further rights to their respective Storage Locker(s) and neither the Condominium Board nor Sponsor shall have any obligation to reimburse or otherwise account to such licensee for any losses incurred thereby (regardless whether by way of an offset in Common Charges, an offset in the Purchase Price, or any other form of recompense). In the event that the Condominium Board elects (in its sole discretion), upon request of one or more licensees of terminated Storage Locker licenses, to relocate some or all of the Storage Lockers (in lieu of terminating such license agreements) to an area of the Building that is outside the Vault Spaces: (i) no guarantee is made as to which, if any, Storage Lockers would be chosen for such relocation, or that such substitute Storage Lockers will be comparable in price or value;

(ii) such relocation may result in the loss of other amenity spaces and the costs thereof may be substantial; and (iii) Sponsor shall have no obligation or liability whatsoever to the Condominium (including without limitation the Condominium Board, any Unit Owner, or any Storage Locker licensee) with respect to such loss or costs, including without limitation no obligation to pay or reimburse any portion of such costs.

A Parking Space may be used only for the parking of passenger automobiles and motorcycles. No representation is made as to the type or size of vehicles that can be accommodated in any particular Parking Space.

The approximate square footages and Purchase Prices of the Ancillary Amenities are set forth on Schedule A. No Ancillary Amenity may be used for any Prohibited Use. The use of an Ancillary Amenity for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of an Ancillary Amenity shall be borne by such Unit Owner.

Notwithstanding anything to the contrary, Sponsor may, without the consent of either the Condominium Board or the Unit Owners, use any Unsold Ancillary Amenity for any purpose permitted by Law or to change the permitted use of an Unsold Ancillary Amenity, subject to the provisions of the By-Laws.

The Condominium Board has the right to impose and/or regulate license fees and Special Assessments in connection with the Ancillary Amenities. Any monthly license fees imposed shall constitute "additional Common Charges" under the terms of the Condominium Documents.

Purchasers should not purchase a Unit in reliance on the use or availability of any Ancillary Amenity and Sponsor does not make any representation of the availability of any particular Ancillary Amenity.

Use and occupancy of the Units and the Ancillary Amenities shall be subject to the Rules and Regulations of the Condominium, which may be amended by the Condominium Board from time to time.

It is currently contemplated that certain "life safety" elements of the Building will be serviced by an emergency generator, including for example the egress lighting, fire alarm control panel, ARCS, all four (4) elevators (noting however that only one (1) elevator can be operational at a time when relying on emergency power, as may be selected by Managing Agent), fire alarms, etc. All other components and services of the Building will not be serviced by the emergency generator, including for example refrigerators, lighting, and air conditioning in Units, Ancillary Amenity Areas, etc. It should be noted that, if the Managing Agent chooses one of the passenger elevators to be operational when relying on emergency power, then the vehicle lift will not be operational in which case no vehicles would be able to enter or exit the Parking Space Area. Notwithstanding anything to the contrary, the Condominium Board, Sponsor, and their respective Permitted Users shall not be liable for any loss or damage caused by power outages, temperature fluctuations or other such causes in or around any portions or elements of the Building, including without limitation in Units, in Storage Lockers, and otherwise in any Ancillary Amenity Area(s). Any loss or damage in any Unit and/or Ancillary Amenity as a result thereof will be at the sole cost of the Unit Owner and/or Ancillary Amenity Licensee, as applicable.

Notwithstanding the foregoing, Sponsor may, without the consent of the Condominium Board or the Unit Owners, (1) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided the nature and manner of such use complies with Law and does not violate the then existing certificate of occupancy for the Building or any other applicable governmental regulations, (2) use any Unsold Units as model Units and offices for the selling, leasing, management, operation and promotion of the Unsold Units or for any other purpose, subject only to compliance with Law, and (3) lease any Unsold Unit to third parties for either long term or short term stays, in accordance with Law.

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Unit without the consent of the Condominium Board. Each Unit Owner who keeps any type of pet will be required to: (a) indemnify and hold harmless the Condominium, the Condominium Board, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all Rules and Regulations adopted by the Condominium Board with respect thereto, including without limitation, the number of such pets. Notwithstanding the foregoing, the Condominium Board shall have the right to adopt a no-pet policy for the Building or policies with respect to size, breed, or number of pets per Unit. In no event shall any pet be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash.

Each Unit Owner shall keep the Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair the Unit in accordance with the provisions of the By-Laws and Law. The Rules and Regulations concerning the use of Units may be amended from time to time by the Condominium Board provided that copies thereof are furnished to each Unit prior to the time that they become effective (except that no amendment thereof affecting the Unsold Units may be made unless agreed to in writing by Sponsor).

Mortgage of Units by Unit Owners

Each Unit Owner may mortgage the Unit, provided that the conditions with respect thereto set forth in the By-Laws are first complied with. As more fully set forth in the By-Laws, these conditions include the requirements that (a) the mortgage be substantially in the form of the New York State Land Title Association form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan, (b) the Condominium Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and (c) the owner making such mortgage first satisfies all unpaid liens against the Unit, other than Permitted Mortgages. Sponsor shall have the right to mortgage any Unsold Unit without any restriction or limitation.

As more particularly set forth in the subsection entitled "Amendments to Condominium Documents," in certain instances the consent of the Mortgage Representative is necessary in order to amend the Declaration, By-Laws or Rules and Regulations. The By-Laws provide that no more than 3 Mortgage Representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described above) and (b) which holders of such mortgages are (i) Sponsor, or (ii) Institutional Lenders.

Common Charges: Determination and Assessment

Common Expenses, which are payable by Unit Owners and are included in their Common Charges, are allocated among Unit Owners in proportion to their respective Common Interest. Common Expenses include, among other things, (a) all costs and expenses (including the payment of wages) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, (b) water charges and sewer rents in connection with the Building; and (c) amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves for capital expenditures or in connection with the purchase or lease by the Condominium Board of any Unit. The Condominium Board has the right to impose and/or regulate license fees and Special Assessments in connection with the Ancillary Amenities. Any monthly license fees imposed shall constitute "additional Common Charges" under the terms of the Condominium Documents.

At least annually, the Condominium Board will prepare a budget for Common Expenses and allocate, as aforesaid, and assess among all Unit Owners, Common Charges to meet Common Expenses.

During the Sponsor Control Period, the Condominium Board shall have the right, in its sole discretion, to waive Unit Owner obligations to pay Common Charges from and after the First Closing for a period to be determined by the Condominium Board, provided the basic operating costs of the Condominium (inclusive of any insurance premiums and any reserve fund amounts set forth in the line item of the First Year Budget entitled "Reserve Fund") are paid by Sponsor. If the Condominium Board elects to waive payment of Common Charges, Sponsor shall disclose such waiver of Common Charges and the expected period of time of such waiver of Common Charges ("Waiver Period") in the closing notice or closing statement to Purchasers as well as in the post-closing amendment to the Plan. In the event the Condominium Board elects to extend the Waiver Period, Sponsor will amend the Plan to disclose the extended Waiver Period. Sponsor shall additionally notify Unit Owners of the expiration of the Waiver Period at least thirty (30) days prior to such expiration. Upon commencement of collection of Common Charges from all Unit Owners, there will not be a Special Assessment for any expense set forth in the approved budget for which Common Charges were not collected during the Waiver Period. The Condominium Board shall remain obligated to update the budget in accordance with the terms of the Plan. Purchasers should note that, if the Condominium Board elects to waive Unit Owners' obligation to pay Common Charges, Unit Owners will remain responsible during such Waiver Period for individual Unit expenses, including without limitation real estate taxes and utility charges (if applicable).

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

Common Charges: Collection and Lien for Non-Payment

Under the provisions of §339-z of the New York Real Property Law and 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 in proportion to the respective Common Interest. Pursuant to the provisions of §339-aa of the New York Real Property Law, during the Sponsor Control Period, Sponsor shall cause the Condominium Board to file a lien for unpaid Common Charges against any Unit owned by Sponsor in which Sponsor is more than 30 days in arrears. All such liens, however, to the extent permitted by Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Any lien for unpaid Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until 6 years from the date of filing (unless foreclosure of such lien is started within such 6 year period), whichever shall occur sooner. The By-Laws provide that such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing such lien. In addition, the Condominium Board may assess Unit Owners a late charge of $150 per month for Common Charges which remain unpaid for more than 10 days after the date when due, and interest at the rate of 1.5% per month of such unpaid amounts (less any "late charges" theretofore collected), plus all expenses of collection, including, but not limited to, attorneys' fees, costs and disbursements.

No Unit Owner may become exempt from liability for Common Charges by waiving use of any of the Common Elements or by abandonment of the Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges subsequent to a permissible sale, transfer or other conveyance of the Unit. In addition, as more specifically set forth in the By-Laws, a Unit Owner may, by conveying the Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, become exempt from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to the Unit and such Unit being free and clear of all liens and encumbrances other than Permitted Mortgages. However, in no event shall

Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unsold Unit thereafter accruing, unless: (i) the aggregate Common Interest appertaining to the Unsold Units constitutes 15% or less of the total Common Interest then appertaining to all Units; (ii) at least 5 years have elapsed from the date of the First Closing; and (iii) at the time of conveyance, Sponsor shall pay the Condominium Board a sum equal to the product of the then current monthly Common Charges for the Unsold Units being conveyed multiplied by 24.

On a resale of a Unit, the purchaser thereof will be liable for the payment of Common Charges accrued and unpaid against such Unit prior to acquisition. Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or purchaser shall be entitled to a statement from the Condominium Board, setting forth the amount of the unpaid Common Charges accrued against the Unit and neither such seller nor such purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement. In the event of a foreclosure by the Condominium Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. Neither (a) a Permitted Mortgagee acquiring title to a Unit at foreclosure sale nor (b) a purchaser at a foreclosure sale shall be liable, and the Unit shall not be subject to a lien, for the payment of the Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or Purchaser. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title to such Unit. The Condominium Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Set forth in Part II of the Plan is a copy of §339-kk of the Real Property Law of the State of New York, which provides, among other things, for the ability of the Condominium to serve a notice to any tenant occupying a Unit to pay its rent directly to the Condominium if the Unit Owner has failed to pay Common Charges, assessments or late fees within sixty (60) days after the expiration of any grace period.

Repairs to, and Maintenance of, Units and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, (a) in or to any Unit (other than to the Common Elements contained therein), including all mechanical systems located in the Unit, heating and cooling systems (including HVAC filters and parts), the plumbing, appliances in the Units, the fireplace, firebox, dampers, mantel and flue, if any, and the entrance doors thereto, and the Terrace doors, shall be performed by the Unit Owner at such Unit Owner's sole cost and expense (except for any skylights located in a Unit, which shall be performed by the Condominium Board at the sole cost and expense of such Unit Owner), (b) in or to the General Common Elements shall be performed by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense, and (c) in or to the Limited Common Elements shall be performed (i) by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense, if involving structural or extraordinary maintenance, repair or replacement, (except if necessitated by the negligent act or omission of the Unit Owner) or (ii) by the Unit Owner having direct and exclusive access thereto at such Unit Owner's sole cost and expense, if involving painting, decorating, and non-structural ordinary maintenance, repairs and replacements.

If the entire length of a hallway appurtenant to a Unit is utilized by a single Unit Owner, such Unit Owner shall have the right to modify the décor of such hallway, provided that such décor is in keeping with the status of a first class luxury condominium. Such Unit Owner shall be responsible, at its sole cost and expense, for all maintenance, repairs, replacements and upkeep of the common hallway and the furnishings located thereon.

Any Unit Owner having access to a Terrace shall keep such Terrace free of snow, ice and accumulation of water. In order to promote a consistent appearance of the Building from the outside, no Unit Owner shall be permitted to enclose, erect a greenhouse and/or alter a Terrace appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior approval of the Condominium Board. Additionally, the type, size and quantity of plantings and other installations to be placed on Terraces shall be subject to the prior approval of the Condominium Board and shall be in compliance with Law.

The interior and exterior glass surfaces of all windows located in Units (i) shall not be colored or painted and (ii) shall be washed and cleaned by the Unit Owner at such Unit Owner's sole cost and expense. The replacement of any glass window located in a Unit because of breakage or otherwise shall be made by the Unit Owner thereof at the sole cost and expense of such Unit Owner, including, without limitation, the expense of an exterior hoist if the replacement window does not fit into the service elevator (unless such breakage is caused by the Condominium Board or any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such other Unit Owner, as the case may be). Prior to the replacement of any glass window, the Unit Owner must obtain the prior approval of the Condominium Board with respect to the type of replacement windows to be installed.

In order to preserve the architectural harmony of the Building, the By-Laws provide that all Unit Owners shall be obligated, regardless of the type of window treatment they use, to provide for a white backing on the window treatment so that when the shades are down or curtains drawn, the effect from the outdoors is a visually harmonious white appearance.

If any repairs or replacements to the Common Elements, whether structural or non-structural, ordinary or extraordinary, are either (x) necessitated by the negligence, misuse or abuse of a Unit Owner or such Unit Owner's agents, workers, guests, etc., or (y) required as a result of special or custom work performed in the Unit by the Unit Owner, such maintenance, repairs or replacements will be made by the Condominium Board, and any portion of the cost thereof attributable to such Unit Owner's acts or omissions 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 first-class condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof. In the event any Unit Owner fails to keep the Unit in such condition, the Condominium Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default. (See the subsection below entitled "Rights of Access" for details.)

The By-Laws further require that those public or other areas of the Building exposed to public view that are required to be maintained by each Unit Owner or the Condominium Board, be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof pursuant to the Condominium Documents.

Purchasers should note that wood products have certain inherent risks. Risks associated with all wood products (including, without limitation, wood flooring, furniture, cabinetry, and molding) include, but are not limited to, the following: cracks between the floor boards, squeaks, cupping, knots, mineral streaks, warping, splitting, denting, and/or delamination. The foregoing items may affect light-colored wood more noticeably. Additionally, wood products are subject to variations (i) in color (including possibly white, red, black, or even green shades), (ii) in the pattern and/or texture of wood grain, and (iii) in the appearance of finishes (including wood staining, gloss, and/or matte finishes). These variations may occur between (a) pieces of wood taken from the same tree, (b) wood products located in the same area of the Unit, and/or (c) pieces of wood in a Unit and samples shown by the Selling Agent. Wood products can also be affected by exposure to light and may darken, lighten, fade, and otherwise change with use and age. Protective felt pads and protective sheeting (such as plywood or masonite) should always be used on wood flooring when placing furniture or appliances to avoid denting. 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. For more information about the effect of water on wood flooring, Purchasers should make reference to the National Wood Flooring Association, available at http://www.nwfa.org/. All wood products should be maintained in accordance with the manufacturer's recommendations. All references in the Plan to wood products shall be deemed references to engineered wood products unless otherwise specified.

Certain surfaces in the Units may consist of natural stone. Purchasers should be aware that natural stone can be porous and calciferous, with the potential to absorb and/or chemically react to certain substances. As a result, Purchasers are advised that contact with certain liquids (including without limitation red wine, vegetable oil, coffee, etc.) or other substances may result in discoloration or etching. To reduce (but not eliminate) the possibility of discoloration and/or etching, Sponsor may apply a sealer to natural stone surfaces in the Units prior to delivery of such Unit to Purchaser, in which event all decisions with respect to selecting the professionals and the products shall be made by Sponsor in its sole discretion. Purchasers are advised that the application of a sealer to the stone does not in any way guarantee that future discoloration or etching will not occur. Furthermore, it will be each Unit Owner's obligation to maintain the natural stone, including any obligation to engage a professional to reapply the sealer at regular intervals. Purchasers should consult a professional regarding the proper care and maintenance necessary to preserve the appearance of natural stone surfaces.

Alterations, Additions and Improvements of Units and Common Elements

No Unit Owner may make any structural alteration, addition, improvement or repair in or to the Unit or its appurtenant Limited Common Elements, if any, without the prior approval of the Condominium Board but, as more fully set forth in the By-Laws, this provision does not apply to an Unsold Unit. Except as otherwise permitted in the By-Laws, no Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior approval of the Condominium Board.

To the extent that any alterations are commenced in a Unit by a Unit Owner prior to Sponsor's completion of any unfinished work Sponsor agreed to perform after the Closing of the Unit, Sponsor shall be relieved of completing all such work.

Sponsor shall have the right, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or representatives of holders of Mortgages on Units to: (a) make alterations additions, improvements, or repairs in or to its Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (b) subdivide, combine and change the boundary walls of its Units. (See the section of the Plan entitled "Changes in Prices and Units" for details.)

Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, or its appurtenant Limited Common Elements each Unit Owner is required by the By-Laws to (i) obtain the approval of the Condominium Board, (ii) obtain the approval of the Condominium Board of the Unit Owner's contractors and suppliers, (iii) obtain such insurance as the Condominium Board may require, (iv) agree to indemnify Sponsor, the Condominium Board, Managing Agent and the other Unit Owners against any liability arising from such alterations, additions, improvements or repairs, (v) agree to pay and reimburse the Condominium Board for all architectural, engineering, legal and other fees incurred in connection with such alterations, additions, improvements or repairs, (vi) execute and enter into an alteration agreement, in form and substance prepared by the Condominium Board, setting forth the terms and conditions under which such alterations, additions, improvements or repairs, may be made, including without limitation, the days and hours during which any work may be performed, and (vii) agree to pay a fee to the Managing Agent for processing such alteration applications. In connection with such alterations, additions, improvements and/or repairs, each Unit Owner shall employ only such laborers and other workers as shall not conflict with any other workers employed in the Building or otherwise cause disharmony with any Building service union as determined by the

Condominium Board in its sole and absolute discretion. Unit Owners shall not be permitted to engage any Building staff or any contractors or sub-contractors engaged by either the Condominium Board or Sponsor unless expressly agreed to in writing by the Condominium Board or Sponsor unless expressly agreed to in writing by the Condominium Board or Sponsor. Under no circumstances shall a Unit Owner be allowed to commence any work until all of the conditions set forth above have been complied with. Any failure to meet these conditions shall be a default by Unit Owner under the Condominium Documents.

Any contractor performing work shall not employ any personnel or means that may cause labor disturbances or stoppage in the work of Building employees or other contractors or subcontractors employed in the Building.

No application or other document shall be filed with any governmental authority for a permit covering an addition, alteration, improvement or repair to be made in a Unit, unless approved and executed, if necessary, by the Condominium Board. The Condominium Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved structural alterations, additions, improvements or repairs, provided that the Condominium Board and the Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, materialperson, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Unit provided any alteration to such Unsold Unit shall be in accordance with, and only as permitted by, the Condominium Act and Law.

Insurance

The Condominium Board is required to obtain and maintain the forms of insurance described in the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws."

The Condominium Board is not required to obtain or maintain any insurance with respect to the Units (as defined in Article 6 of the Declaration), any non-structural components of any Limited Common Elements appurtenant thereto, and any Unit Owner Property. Each Unit Owner shall, at such Unit Owner's sole cost and expense, obtain and maintain in full force and effect such insurance, the types and amounts of which shall be determined by the Condominium Board in its sole discretion, insuring the Unit, any non-structural components of the Limited Common Elements appurtenant thereto, and any Unit Owner Property as well as liability insurance with respect to occurrences in or about the Unit, any Limited Common Elements appurtenant thereto, and any licensed Ancillary Amenities that a Unit Owner may own. All such policies must contain waivers of subrogation. To the extent any party is insured or required to be insured for any loss or damage hereunder, each party will look to its own insurance policies for recovery. All such certificates of insurance shall name the Condominium Board, the Condominium, and Sponsor as additional insureds. For so long as Sponsor owns at least 1 Unsold Unit, any change or elimination of such requirement may only be made upon Sponsor's prior written consent. 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 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.

Rights of Access

As more fully set forth in the By-Laws, the Condominium Board and any Managing Agent, manager, Resident Manager and other persons authorized by the Condominium Board, will have a right of access to any Unit and Ancillary Amenity for the purposes of performing installations, alterations or repairs to the

mechanical or electrical services or other Common Elements in the Unit and Ancillary Amenity or elsewhere in the Building, to remove violations, cure defaults by a Unit Owner, correct any condition originating in any Unit and Ancillary Amenity and threatening another Unit or any Common Element or Ancillary Amenity, and for any other purposes provided in the Plan, Declaration or as may be required by Law, provided that requests for entry (except in emergency situations) are made in advance and that any such entry (except in emergency situations) is at a time reasonably convenient to the Unit Owner and the occupants of any Unit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Condominium Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. In addition, Sponsor and its contractors, subcontractors, consultants, materialpersons, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Limited Common Elements and Ancillary Amenities) for purposes of performing certain alterations and repairs in or about Unsold Units or Ancillary Amenities and in fulfilling Sponsor's obligations under the Plan, provided that access to any Unit or Ancillary Amenity may not be exercised in such a manner as will unreasonably interfere with the use of such Unit or Ancillary Amenity for its permitted purposes.

Smoking Policy

The Rules and Regulations and the form of Purchase Agreement set forth in Part II of the Plan provide the following smoking policy for the Property ("Smoking Policy") in accordance with §17-506.1 of the Administrative Code of the City of New York:

1. For the purpose of this Smoking Policy, the term "smoking" and similar terms means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette, e-cigarette or other tobacco or non-tobacco smoking product in any manner or in any form.
2. No Unit Owner, tenant, occupant, or any other person (including without limitation invitees, guests or contractors) occupying or visiting a Unit shall smoke (i) in any common area, indoor or outdoor, of the Building, including without limitation all entrances, elevators, hallways, basement, stairwells, fire stairs, amenity areas, and driveways, and (ii) within a radius of thirty (30) feet outside all entrance doors of the Building ((i) and (ii) collectively "Prohibited Smoking Locations").
3. Persons may smoke within a Unit and on a Terrace exclusive to a Unit, provided however that such smoking does not trigger complaints of smoke odors permeating into other Units or Prohibited Smoking Locations in the Building. If the Condominium receives, and notifies the Unit Owner of, complaints regarding smoke odors permeating from their Unit, or any Terrace exclusive thereto, into other Units or Prohibited Smoking Locations, the Unit Owner shall be obligated, at their sole cost and expense, to take all steps necessary to cause such complaints to cease, including but not limited to sealing holes, gaps and cracks in the Unit, installing air purifiers, and creating necessary pressure differentials.
4. Each Unit Owner shall inform all persons that do or will occupy or enter a Unit of this policy and shall be responsible for violations thereof. In the event of any violation of this policy, the Condominium Board shall impose a fine on the common charge account of the Unit of $250 for the first occurrence, $500 for the second occurrence, and $1,000 for every subsequent occurrence thereafter.
5. Each Unit Owner shall inform their household staff, co-occupants and guests of this policy.
6. A Unit Owner who leases their Unit shall include a copy of this policy as an attachment to such lease.
7. A Unit Owner who violates this policy, or whose co-occupant, guest or other invitee violates this policy, shall be deemed to have agreed to indemnify, defend and hold harmless the Condominium from, against and with regard to any loss or damage which the Condominium may incur, or any

claim that may be asserted against the Condominium, as a result of such violation of this policy, including, without limitation, the amount of reasonable attorneys' fees and disbursements incurred by the Condominium in connection therewith.

8. Any monetary obligations by a Unit Owner to the Condominium under this policy shall be deemed additional common charges under the By-Laws of the Condominium.

Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including without limitation the imposition of fines or penalties against the Unit Owner. Purchasers are advised that the By-Laws empower the Condominium Board to amend the Rules and Regulations, including without limitation to modify or replace the Smoking Policy, and Sponsor makes no representations or guarantees as to whether the Condominium Board will choose to do so at any time.

Unit Mechanical Equipment

Each Unit shall contain certain mechanical equipment relating to the exhaust, ventilation, heating and air conditioning of the Unit (each, collectively, "Unit Mechanical Equipment") – each of which shall be located in the Unit, shall be considered a part of such Unit, and shall service such Unit exclusively. Any maintenance, repair, and replacement relating to the Unit Mechanical Equipment, whether ordinary or extraordinary, shall be the obligation of the respective Unit Owner at such Unit Owner's sole cost and expense. In furtherance thereof, each Unit Owner shall be obligated to procure and maintain for the duration of the Unit Owner's ownership of the Unit a service and maintenance agreement for the Unit Mechanical Equipment ("Mechanical Equipment Service Agreement"), all costs and expenses of which shall be borne solely by the Unit Owner. The Condominium Board shall have the right to regulate the Mechanical Equipment Service Agreements in its reasonable discretion, including without limitation by requiring the Unit Owners to choose from a list of pre-approved vendors for the Mechanical Equipment Service Agreements. Purchasers shall be obligated, at the Closing of Title to the Unit, to deliver to the Condominium Board a copy of the Mechanical Equipment Service Agreements that complies herewith. Any failure by any Purchaser to show proof of the Mechanical Equipment Service Agreement at Closing shall be an Event of Default under the Purchase Agreement. To the extent that any Unit Owner fails to renew or otherwise maintain the Mechanical Equipment Service Agreement for the duration of the Unit Owner's ownership of the Unit, such failure shall constitute a default under the Declaration and By-Laws, entitling the Condominium Board (in addition to all other rights and remedies afforded to the Condominium Board in an event of a default under the Declaration and By-Laws) to procure and sign a service agreement with a vendor of the Condominium Board's choice to service the Unit Mechanical Equipment located in the defaulting Unit Owner's Unit, on such terms and subject to such prices as may be acceptable to the Condominium Board in its sole discretion, in which event all costs and expenses associated therewith (including without limitation all fees imposed by the vendors) shall be payable by the defaulting Unit Owner and shall constitute part of the Common Charges assessed against the Unit.

Fireplaces

Certain Units will contain gas burning fireplaces – each of which, together with all associated parts and equipment (including without limitation the flue), is collectively hereafter referred to as a "Fireplace." Each Fireplace, to the extent located in a Unit, shall be considered a part of such Unit and shall service such Unit exclusively. Any maintenance, repair, and replacement relating to the Fireplace, whether ordinary or extraordinary, shall be the obligation of the respective Unit Owner at such Unit Owner's sole cost and expense. In furtherance thereof, each Unit Owner whose Unit contains a Fireplace shall be obligated to procure and maintain for the duration of the Unit Owner's ownership of the Unit a service and maintenance agreement for the Fireplace ("Fireplace Service Agreement"), all costs and expenses of which shall be borne solely by the Unit Owner. The Condominium Board shall have the right to regulate the Fireplace Service Agreements in its reasonable discretion, including without limitation by requiring the applicable Unit Owners to choose from a list of pre-approved vendors for the Fireplace Service Agreements. Purchasers shall be

obligated, at the Closing of Title to the Unit, to deliver to the Condominium Board a copy of the Fireplace Service Agreements that complies herewith. Any failure by any Purchaser of a Unit containing a Fireplace to show proof of the Fireplace Service Agreement at Closing shall be an Event of Default under the Purchase Agreement. To the extent that any Unit Owner of a Unit containing a Fireplace fails to renew or otherwise maintain the Fireplace Service Agreement for the duration of the Unit Owner's ownership of the Unit, such failure shall constitute a default under the Declaration and By-Laws, entitling the Condominium Board (in addition to all other rights and remedies afforded to the Condominium Board in an event of a default under the Declaration and By-Laws) to procure and sign a service agreement with a vendor of the Condominium Board's choice to service the Fireplace located in the defaulting Unit Owner's Unit, on such terms and subject to such prices as may be acceptable to the Condominium Board in its sole discretion, in which event all costs and expenses associated therewith (including without limitation all fees imposed by the vendors) shall be payable by the defaulting Unit Owner and shall constitute part of the Common Charges assessed against the Unit.

Tenant Protection Plan

A tenant protection plan ("TPP") is not currently applicable because the Building is (and has been since acquisition by Sponsor) vacant. To the extent that a TPP is required by the Buildings Department as of the First Closing, Sponsor shall comply therewith (including distributing a copy of the TPP to the occupants during such applicable time) and shall disclose such compliance in the "post-closing" amendment to the Plan.

Compliance with Condominium Documents

Each Unit Owner must strictly comply with the provisions of the Condominium Documents. Pursuant to §339(j) of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by law. The By-Laws, together with the Rules and Regulations, will be recorded with the Declaration in the Register's Office.

Examination of Books and Records

Each Unit Owner and each mortgagee of a Unit shall be permitted upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium or the Managing Agent.

Self-Help

In the event that any Unit Owner fails to maintain or repair the Unit or any Limited Common Elements appurtenant to such Unit, if any, or any Ancillary Amenity, if any, or in the event of any breach of the Condominium Documents, then, as set forth in Article 9 of the By-Laws, the Condominium Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

General

All restrictions and prohibitions, set forth herein with regard to the use of a Unit and its appurtenant Limited Common Elements shall not apply to Sponsor or any principal of Sponsor owning or leasing such Unit.

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

Condominium Board

The Condominium Board shall initially consist of 3 persons designated from time to time by Sponsor (collectively, the "Members"). The First Annual Meeting will be held on (i) a date that is approximately 30 days after the second anniversary of the First Closing or (ii) such earlier date on which the initial Condominium Board has scheduled the First Annual Meeting, in its sole discretion. At such meeting, the incumbent Condominium Board shall resign and, subject to the rights of Sponsor to designate Members of the Condominium Board, the Unit Owners (including Sponsor) shall elect and/or or designate a new Condominium Board consisting of 5 Members. (See the subsection below entitled "Meetings and Votes of Unit Owners" and the section of the Plan entitled "Control by Sponsor" for details.) Thereafter, at each annual meeting, Members of the Condominium Board shall be elected and/or designated and shall serve until the next annual meeting thereof and until a successor has been elected and/or designated.

Except for the Members of Condominium Board designated by Sponsor, all Members of the Condominium Board must be either Unit Owners or certain interested parties as described in the By-Laws. No Member of the Condominium Board shall continue to serve on the Condominium Board if, during such Member's term of office, such Member shall cease to be a Unit Owner or an interested party. All Members of the Condominium Board shall serve without compensation.

Powers and Duties of and Determinations by the Condominium Board

The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. Generally, all determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board.

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.

Notwithstanding anything to the contrary contained herein, so long as Sponsor continues to own at least 25% in number of all Units, but in no event later than 5 years after the First Closing, the Condominium Board may not, without Sponsor's prior written consent: (a) make any addition, alteration, or improvement to the Common Elements or to any Unit; (b) assess any Common Charges or Special Assessment for the creation of, addition to, or replacement of, all or part of a working capital, reserve, contingency, or surplus fund; (c) increase or decrease the number, or change the kind of employees from that described in the First Year's Budget; (d) enter into any service or maintenance contract for work or otherwise contract for work or services in excess of those set forth in the First Year's Budget, except as is required to reflect normal annual increases in operating services; (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that (x) Sponsor may not diminish or eliminate services or facilities or any line items described in the First Year's Budget; and (y) Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such action is necessary, and no alternatives are available, to enable the Condominium Board to: (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer; or (iv) to ensure the health and safety of the occupants of the Building.

Meetings and Votes of Unit Owners

Annual meetings of Unit Owners shall be held approximately 30 days of each anniversary of the First Annual Meeting. At such meetings, the Unit Owners shall elect the 5 Members to the Condominium Board,

subject to any rights of Sponsor to designate Members to the Condominium Board, and there shall also be transacted such other business as may properly come before such meetings. In addition, the President may call a special meeting whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such meeting signed by Unit Owners having in aggregate not less than 40% of the total Common Interest. The Secretary of the Condominium Board shall mail or email a notice of each annual or special meeting to all Unit Owners of record. The notice, which will be given at least 10 days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the By-Laws or Declaration, at all meetings of Unit Owners, the presence in person or by proxy of Unit Owners owning more than 40% of the total Common Interest shall constitute a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

At all meetings, each Unit Owner (or their proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast one vote for each .0001% of Common Interest attributable to the Unit.

Officers

The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Condominium Board. The Condominium Board may appoint additional officers. None of the officers of the Condominium need be Unit Owners or have any interest therein or be Condominium Board Members until the first organizational meeting of the Condominium Board following the First Annual Meeting. Thereafter, the President and Vice President must be Members of the Condominium Board. No officer shall receive any compensation for acting as such. The By-Laws provide that all instruments of the Condominium are to be executed by any officer thereof or by such other person or persons as may be designated by the Condominium Board.

Repair or Reconstruction after a Taking or a Fire or Other Casualty

In the event that (i) any of the Common Elements insured by the Condominium Board as per the By-Laws are damaged or destroyed by fire or other casualty ("Casualty Loss") or (ii) the General Common Elements, the structural components of the Limited Common Elements, and/or the Units, or any part thereof, is taken in condemnation or by eminent domain ("Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the By-Laws by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the Condominium Board, if the same shall be $1,000,000 or less in the aggregate, or to the Insurance Trustee, if the same shall exceed $1,000,000 in the aggregate. In either instance, subject to the By-Laws, all such monies actually received ("Trust Funds") shall be first solely and exclusively used to make repairs or replacement to any damaged or destroyed Shared Facilities, and the remainder shall be held in trust for the benefit of all Unit Owners (with respect to the portion thereof allocated to a Casualty Loss to the Building or any part thereof or a Taking of the General Common Elements, the Limited Common Elements, and/or the Units) and their Permitted Mortgagees and shall be disbursed pursuant to the terms of the By-Laws.

If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interest for Work to the General Common Elements and Limited Common Elements, and all proceeds of such Special Assessment shall become part of the Trust Funds. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to all Unit Owners in proportion to their respective Common Interest, with respect to Work to the Common Elements, except that no payment shall be made to a Unit Owner until there has first been paid, out of such Unit Owner's share of such excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are

not Permitted Mortgages) in the order of priority of such liens. Reference should be made to the By-Laws for additional terms and conditions relating to the provisions of this paragraph.

If either 75% or more of the Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners (including Sponsor if Sponsor shall then own any Units), in aggregate Common Interest, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work 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 resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interest to the extent allocated to destroyed or damaged portions of the General Common Elements and Limited Common Elements except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to pay off any Permitted Mortgage and other unpaid liens on the Unit Owner's Unit in the order of priority of such liens. Notwithstanding anything to the contrary set forth herein, any action to terminate the legal status of the Condominium after substantial destruction or a Taking shall require the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interest of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any.

Insurance

The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-Laws, to the extent commercially reasonable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) a commercial property policy for special causes of loss, on a full replacement cost valuation, insuring the General Common Elements (including without limitation the GCE Vault Spaces), the structural components of the Limited Common Elements (including without limitation pavers, parapets, railing, and/or glass), together with all building service machinery contained therein, and covering the interests of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interest may appear (but expressly excluding all Units, as "Unit" is defined in article 6 of the Declaration, all non-structural components of any Limited Common Elements appurtenant to Units, all Unit Owner Property), which shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear; (b) commercial general liability insurance covering all claims for bodily injury or property damage (including without limitation water damage), (b) association fees insurance (including without limitation Common Charges and Ancillary Amenities license fees) and any other business income in a minimum amount equal to the aggregate of all Common Charges and Ancillary Amenities license fees for such period of coverage; (d) worker's compensation, employers' liability and New York State disability benefits insurance; (e) boiler and machinery insurance; (f) employee dishonesty (including crime) coverage to protect the funds held by the Condominium, for which the minimum amount of coverage shall be equal to the maximum amount of funds held by or on behalf of the Condominium, and the policy shall be extended to also include a managing agent rider to extend protection to the Condominium for funds that are held by the managing agent and their employees; (g) directors' and officers' liability insurance; and (h) such other insurance as the Condominium Board may determine.

With respect to the commercial general liability insurance, such policy shall cover all claims for bodily injury or property damage (including without limitation water damage) arising out of any occurrence on the Property and listing the Condominium (including the Condominium Board) as the first named insured and the following as additional insureds: (i) the members of the Condominium Board, (ii) the Managing Agent, (iii) each officer and employee of the Condominium, and (iv) each Unit Owner, with such coverage to be primary and not on an excess or contributory basis with any other policy which may be available to the Condominium Board or Managing Agent – provided, however, that such insurance shall not cover any

liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit, any Limited Common Elements appurtenant thereto, or any licensed Ancillary Amenities that a Unit Owner may own.

All policies which the Board is required to obtain (including without limitation property and liability) must contain waivers of subrogation and shall provide that such policies may not be cancelled or substantially modified without 30 days' prior written notice to all of the insureds, including the Board, all Unit Owners and Permitted Mortgagees, who have requested the same from the Board in writing.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine.

The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year. Renewals shall be obtained at least 10 days' prior to the expiration of the then current policies. Evidence of insurance or certificates of insurance of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be on file at the office of Managing Agent. Copies thereof shall be delivered to any Unit Owner or Permitted Mortgagee on written request thereof.

Until the first Condominium Board meeting following the First Annual Meeting, such liability insurance shall be in at least the sum set forth in the First Year's Budget with respect to bodily injury and property damage, combined single limit.

The premiums for all insurance referred to above shall be a Common Expense.

Liability of the Condominium Board and Unit Owners

Every contract made by the Condominium Board or by any Managing Agent or manager thereof shall state that (a) it is made only as agent for all Unit Owners and the Members of the Condominium Board, Managing Agent or manager thereof 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 such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. To the extent permitted by Law, the Members of the Condominium Board shall have no liability to Unit Owners except that a Member of the Condominium Board shall be liable for such Members own bad faith or willful misconduct. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interest, indemnify each Member of the Condominium Board against any liability or claim except those arising out of such Member's own bad faith or willful misconduct. The Condominium Board may contract or effect any transaction with any Member of the Condominium Board, any Unit Owner, Sponsor, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

Reports to Unit Owners

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Condominium Board to all Unit Owners approximately 4 months after the end of each fiscal year.

Amendments to Condominium Documents

Generally, subject to certain exceptions concerning, among other things, Sponsor and any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, and provided that required consents of the Mortgage Representatives, if any, are obtained (if applicable), any provision of the Declaration and By-Laws affecting the General Common Elements or all Units may be amended, modified, added to or deleted by affirmative vote of at least 66 2/3% in number and in Common Interest of all Unit Owners, provided, however, that the Common Interest appurtenant to each Unit may not

be altered without the written consent of all Unit Owners directly affected thereby. The Condominium Board shall have the right to amend, modify, add to, or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of at least 66 2/3% of all Unit Owners, in number and Common Interest.

No amendment, modification, addition or deletion of the terms of the Declaration, By-Laws or Rules and Regulations, other than those required by Law, shall be effective (a) against Sponsor or any Unsold Unit unless Sponsor has given its written consent thereto, or (b) against the holder of any mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least 80% in number and in Common Interest of all Unit Owners. Such vote shall not be effective, however, without the written consent (which consent shall not be unreasonably withheld, conditioned, or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interest of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any.

In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interest after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on the Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

Units Acquired by 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 and the rent or Purchase Price, closing costs and adjustments payable in connection therewith shall be assessed against all Unit Owners. No Units held by the Condominium Board shall carry any voting rights.

The purchase of any Unit by the Condominium Board on behalf of the Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Condominium Board. If the funds in such account are insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each Unit Owner in proportion to the Common Interest, as a Common Charge and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit; provided, however, that financing may only be obtained when permitted by the By-Laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its Common Interest.

Procedure to Review Real Estate Tax Assessments

The Condominium Board, on behalf of and as agent for all Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Common Interest. In the event any Unit Owner individually seeks to have the assessed valuation of the 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, attorneys' fees, costs and disbursements) resulting from such proceedings.

Mechanics' Liens

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the Common Elements except with the unanimous consent of all Unit Owners affected thereby. Liens may arise or be created against only the several Units and their respective Common Interest. 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 Managing Agent for the Common Elements.

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 the Declaration, include an easement of support and necessity in favor of all other Units and their appurtenant Limited Common Elements and the General Common Elements, and an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements provided that such easements shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In addition, as set forth in Articles 10 and 11 of the Declaration, Sponsor has been granted certain easements with respect to the use and operation of its Units.

Sponsor and its contractors, subcontractors, consultants, material persons, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Limited Common Elements and Ancillary Amenities) for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Units and the Common Elements. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit and/or any appurtenant Limited Common Elements for their permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personal property or fixtures contained therein. Such entry shall be permitted on reasonable prior notice based on the nature of the repair or replacement but in no event on less than two days' notice, except that no notice will be necessary in the case of an emergency (i.e. a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building).

Vault Spaces

Located underneath the sidewalk on the west side of the Building along West End Avenue are certain vault spaces belonging to the City of New York ("Vault Spaces"). Purchasers should refer to the Floor Plans for the cellar and subcellar set forth in Part II to see the Vault Spaces in more detail. Two areas of the Vault Spaces are expected to be used by Consolidated Edison and/or New York City Department of Environmental Protection ("Con-Ed/NYC Vaults"), which shall not be accessible by any residents or the public and which shall be accessed through an exterior access point on West End Avenue (there shall be no access points to the Con-Ed/NYC Vaults from within the Building). Certain other areas of the Vault Spaces are contemplated to be used solely by the Condominium and shall be treated as General Common Elements for the duration of such use (collectively, "GCE Vault Spaces"). The City of

New York has the right at any time without notice to reclaim some or all of the Vault Space(s). The GCE Vault Spaces shall contain Vault Mechanical Areas, certain amenities (i.e. the Pilates Room and Music Room), and a portion of the Storage Locker Areas. To the extent that the City of New York reclaims some or all of the GCE Vault Space(s), the Condominium will no longer have the right to utilize such reclaimed GCE Vault Space(s), e.g. (a) if such reclaimed Vault Space(s) include any Vault Mechanical Areas, the Condominium would be obliged to relocate such Vault Mechanical Areas to different location(s) in the Building (with the understanding that the Condominium may be obliged to repurpose one or more of the Building's amenity areas for mechanical use, in which event the residents would no longer be able to use and enjoy such amenities), and (b) if such reclaimed Vault Space(s) include any amenities, then, unless the Condominium Board elects to repurpose a different area of the Building to relocate the amenities contained within the reclaimed Vault Space(s), such amenities would no longer be available for use and enjoyment by Unit Owners or any Permitted Users. Sponsor makes no representations or guarantees regarding the feasibility of any relocation plan. In the event that the Condominium Board is obliged or elects to relocate the Vault Mechanical Areas and/or any amenities: (i) the costs of any such relocation may be substantial; (ii) Sponsor shall have no obligation or liability whatsoever to the Condominium (including without limitation the Condominium Board or any Unit Owner) with respect to such costs, including without limitation no obligation to pay or reimburse any portion of such costs, but rather such costs shall be borne by all Unit Owners as a Common Expense; and (iii) there may be temporary building-wide interruptions of utility services or other services. Reference should be made to the Special Risk entitled "Storage Lockers" for more information in the event that the City of New York reclaims the portions of the Storage Locker Areas and Storage Lockers within the GCE Vault Spaces.

Façade Inspection Safety Program

The Façade Inspection Safety Program (formerly Local Law 11.98), which has been incorporated into the Administrative Code as section 28.302.1 ("FISP") shall apply to the Building. In accordance with FISP, the Condominium Board is responsible for scheduling inspections of the physical condition of the exterior walls and any Terrace/balcony railings and guards (including fire escapes) of the Building and submitting a technical report thereof with the Buildings Department every five (5) years. The cost and expense thereof, including the cost of any repairs or maintenance to the façade or other parts of the Building as a result of such inspections, shall be borne by the Condominium and shall be charged to all Unit Owners as a Common Expense (subject to any rights by the Condominium Board to draw from the Working Capital Fund and/or Reserve Fund, in its sole discretion subject to the By-Laws). A copy of the FISP Cycle 8 report filed with New York City Landmarks Preservation Commission on August 3, 2017, with a status of "Safe with a Repair & Maintenance Program" (SWARMP), is set forth in Part II of the Plan.

The Declaration and the By-Laws

A copy of the Declaration and a copy of the By-Laws are set forth in Part II of the Plan.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of Units by Purchasers who use such Units as a personal residence was based, in part, upon the opinion letter prepared by Income Tax Counsel, a copy of which is set forth in Part II of the Plan.

OLSHAN FROME WOLOSKY LLP IS INCOME TAX COUNSEL TO SPONSOR AND NOT TO THE UNIT OWNERS. EACH UNIT OWNER, EACH POTENTIAL UNIT OWNER, AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR

Income Tax Deductions to Unit Owners

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

Subject to certain exceptions and limitations that are more particularly discussed in the Income Tax Counsel's opinion letter, it is the opinion of Income Tax Counsel that a Unit Owner who uses his or her Unit exclusively as a personal residence and itemizes his or her deductions will, under current U.S. federal, New York State and New York City income tax Law, be entitled to a deduction for mortgage interest and state and local real property taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers. Purchasers should note that interest paid on a mortgage secured by a personal residence generally is deductible only with respect to indebtedness that is incurred in acquiring or substantially improving a principal or secondary personal residence and, for taxable years beginning after December 31, 2017 and before January 1, 2026, only up to an aggregate indebtedness of $750,000 (or $375,000 in the case of a married individual filing a separate return).[1] Interest on mortgage indebtedness that does not satisfy these requirements, such as home equity indebtedness, or is in excess of these limitations, is not deductible. In addition, special limitations also apply to the deductibility of points and other prepaid interest, if any, on their mortgage loans and to the overall allowance of itemized deductions. Purchasers should further note that, for a taxable year beginning after December 31, 2017 and before January 1, 2026, the aggregate deduction for state and local real property taxes, state and local personal property taxes, state and local, and foreign, income, war profits, excess profits taxes, and general sales taxes (if elected) for any tax year is limited to $10,000 ($5,000 in the case of a married individual filing a separate return).

With respect to a Unit Owner who is subject to the alternative minimum tax, no deduction is allowed for real property taxes paid by such Unit Owner and a deduction for mortgage interest is allowed to the same extent described above.

[1] Without further Congressional action, the $750,000 and $375,000 threshold limitations will expire pursuant to a sunset provision contained in the 2017 Tax Cuts and Jobs Act. Accordingly, the $750,000 and $375,000 threshold limitations will be increased to $1,000,000 and $500,000 respectively for taxable years commencing January 1, 2026. The deduction for interest payable on certain home equity indebtedness was repealed pursuant to the 2017 Tax Cuts and Jobs Act. However, as a result of a similar sunset provision contained in the 2017 Tax Cuts and Jobs Act, for taxable years commencing on or after January 1, 2026 (assuming no further Congressional action), an individual may again deduct interest on an additional $100,000 of home equity indebtedness in excess of the threshold limitations mentioned above (or $50,000 of home equity indebtedness in excess of the threshold limitations in the case of a married individual filing a separate return).

Subject to certain limitations for high income taxpayers, the amount of mortgage interest and real property taxes described above, that are deductible for U.S. federal income tax purposes should also be allowable as deductions for New York state and New York city income tax purposes to a resident individuals all as more particularly discussed in the Income Tax Counsel's opinion letter.

Tax Status of the Condominium

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

Sponsor anticipates that the Condominium will qualify as a homeowners association. If the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election noted above, the present state of the law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Income Tax Counsel's opinion letter, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the nonmembership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. The tax treatment of the Condominium may be affected by certain United States Treasury Department regulations relating to entity classification. Schedule B, First Years Budget for Condominium Operation, does not contemplate any substantial income which might be taxable and accordingly does not budget any amounts for taxes for nonmembership or membership.

The qualification of an organization as a homeowners association is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year it may nevertheless qualify in one or more future years.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of the City of New York will allow the aforementioned deductions for mortgage interest and real estate taxes. There is also no assurance that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Income Tax Counsel bases its opinion, will not change. In no event will Sponsor, its principal, Income Tax Counsel, Selling Agent, Managing Agent, or any other Person connected with this offering be liable if at any time it is held that the Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid give any warranties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Units offered under the Plan, and no one has been authorized to give any warranties.

Purchasers are advised to refer to the Income Tax Counsel's opinion letter set forth in Part II of the Plan for more information about income tax deductions and other information relating to income taxes. This section deals only with the specific tax matters discussed herein, which do not necessarily comprise all tax matters that may be significant to purchasers of Units. No representation is made with respect to any federal, New York State, or New York City tax consequences other than as expressly discussed herein or as to the tax status or tax consequences of the Plan under the laws of any foreign jurisdiction, and accordingly Purchasers are recommended to consult with their own tax advisor with respect thereto.

REAL ESTATE TAXES

The following discussion of projected real estate taxes for the First Year of Condominium Operation was based, in part, upon the opinion letter prepared by Real Estate Tax Counsel, a copy of which is set forth in Part II of the Plan.

It is estimated that the aggregate real estate taxes payable with respect to all Units for the First Year of Condominium Operation will be approximately $3,261,129, assuming (a) an estimated transitional/taxable assessed valuation for the Property of $20,495,244 for the last 8 months of the 2024/2025 tax year reflecting the assessment for a partially constructed property, (b) an estimated transitional/taxable assessed valuation for the Property of $37,264,080 for the first 4 months of the 2025/2026 tax year reflecting the assessment for a fully constructed Property, and (c) a tax rate of 12.502% per $100 of assessed valuation for the 2024/2025 and 2025/2026 tax years.

Purchasers are advised that the value of the Building will increase once the Building is assessed as being fully constructed, which means that the real estate taxes may be significantly higher than those projected in the Plan for the First Year of Condominium Operation. Purchasers should note that once the Building is assessed as being fully constructed, it is estimated that the real estate taxes will total approximately $4,705,343 during the first tax year in which construction will be complete, assuming no change in the above listed tax rate assessments.

In arriving at the assessed valuation for each Unit in the Condominium, the Building is first assessed as an entity. This overall assessment is then apportioned among the respective Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Tax Lot Drawings are filed with the Register's Office. For purposes of Schedule A, the projected real estate taxes for the Building were apportioned among the Units based on Common Interest percentages. It is possible that the apportionment will be based in part upon the proportion the offering price as set forth on Schedule A for each Unit bears to the gross sellout price for all Units offered for sale in the Condominium and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular Units. There is no assurance that the City of New York tax assessor will allocate taxes among Units based upon Common Interest percentages. At such time as the Units have been separately assessed for real estate tax purposes, each Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes assessed against any other Unit.

Although the estimate of New York City real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, apportionment or taxes among the Units and tax rates, when actually established by the City of New York, may be lesser or greater. Accordingly, these estimates are to be considered opinions and are not intended, and should not be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. In no event will Sponsor, its principal, Income Tax Counsel, Real Estate Tax Counsel or Selling Agent be liable to any Purchaser nor will any Purchaser have the right to rescind the Purchase Agreement if the assessed valuations, tax rates or taxes, when actually established, are lesser or greater than that projected herein or if the Administrative Code and the applicable rules and regulations of the City of New York are changed in the future.

The Unit Power of Attorney which each Purchaser shall be required to sign at Closing, the form of which shall be substantially as set forth in Part II of the Plan, authorizes the Condominium Board to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate in accordance with section 2.4(A)(xxiii) of the By-Laws.

As of the Filing Date of the Plan, there are tax certiorari proceedings pending for the reduction of real estate taxes with respect to the Property for the 2022/2023 tax year. Any such proceedings are at Sponsor's sole cost and expense, for Sponsor's benefit.

WORKING CAPITAL FUND AND APPORTIONMENTS

Each Purchaser of a Unit shall be required to make a non-refundable contribution to the working capital fund of the Condominium ("Working Capital Fund") at Closing in an amount equal to 2 months' Common Charges with respect to the Unit based on the Condominium budget in effect as of the Closing Date. The payment of the Working Capital Fund contribution shall be required of all Purchasers of Units, whether purchased from Sponsor or purchased from a Unit Owner on a resale. No payment to the Working Capital Fund will be made by the Condominium Board as Purchaser of the Resident Manager's Unit.

At or subsequent to the First Closing, Sponsor will apportion with the Condominium the following items as of midnight of the day preceding the First Closing, to the extent applicable:

(1) employees' wages, vacation and severance pay, pension and welfare benefits and accruals and all other payments or obligations relative to the employees of the Condominium.

(2) deposits with utility companies, if any, and fees for assignable permits and licenses, if any.

(3) charges for electricity and other utilities for the Common Elements.

(4) cost of fuel on hand (plus sales tax), if any.

(5) charges and receipts in connection with service, maintenance and concession contracts.

(6) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units).

(7) cost of building supplies on hand at Sponsor's cost (including sales tax).

(8) premiums for transferable insurance policies, if any.

(9) janitorial service fees, if any.

(10) management fees.

(11) building supplies (including, but not limited, to uniforms, cleaning supplies, carts, luggage).

(12) other customary closing adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. Except as set forth above, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and the other matters mentioned above.

If the result of Closing adjustments is a net credit in favor of the Condominium, Sponsor will contribute the amount of such net credit to the Working Capital Fund. If the result of Closing adjustments is a net credit in favor of Sponsor, the payment of any net credit shall be evidenced by an unsecured, negotiable promissory note, without interest, to be executed by the Condominium Board and delivered to Sponsor at the First Closing to be repaid on the first anniversary of the First Closing. The promissory note may be prepaid by the Condominium in full at any time, or in part from time to time, without penalty.

It is currently estimated that all closing costs, without exception, including but not limited to, origination and application fees, recording fees, mortgage recording taxes, mortgage and fee title insurance, legal fees and transfer taxes due in connection with the transfer of the Resident Manager's Unit (estimated, assuming the Resident Manager's Unit is transferred at the First Closing), shall be approximately $84,671. To the extent that the closing costs due in connection with the transfer of the Resident Manager's Unit

exceeds the foregoing estimated amount, such excess will be paid from the Working Capital Fund. In the event that the Working Capital Fund is not sufficient to pay these closing costs, Sponsor will advance the funds necessary on behalf of the Condominium in exchange for an interest-free promissory note in favor of Sponsor secured by the Working Capital Fund in the amount of the funds so advanced ("Resident Manager's Unit Advance"), providing for repayments of principal only from the Working Capital Fund.

The Working Capital Fund will be used for working capital, a reserve for repairs or for such other appropriate purposes as will be determined by the Condominium Board and may be augmented by allocations from the monthly Common Charges. While Sponsor controls the Condominium Board, the Working Capital Fund will not be used to reduce Common Charges. (See the section of the Plan entitled "Control by Sponsor" for details.)

The Condominium Board will be able to utilize the funds in the Working Capital Fund at any time and, accordingly, no representation can be made and no assurance can be given as to the exact amount of funds available at any specific time. However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units. In addition, within 3 months following the end of the Sponsor Control Period, Sponsor shall deliver to the Condominium Board a statement from an officer of Sponsor, certifying in reasonable detail as to any changes in the amount of the Working Capital Fund which have occurred since the First Closing.

No representation is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, including repairs, replacements or major improvements, for the first or any subsequent year of Condominium operation. If additional funds are required over and above the Working Capital Fund to cover expenses of the Building operation, it may be necessary to increase Common Charges or make Special Assessments. Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

RESERVE FUND

Schedule B - Budget for First Year of Condominium Operation includes a line item for a Reserve Fund for the sole purpose of costs and expenses related to capital repairs, replacements and improvements. The Reserve Fund amount was the product of a Reserve Fund Study undertaken by Sponsor, a copy of which is set forth in Part II of the Plan. For so long as Sponsor continues to own at least 1 Unsold Unit, the Condominium Board must maintain the Reserve Fund and any change in the amount of the Reserve Fund shall be made only with Sponsor's prior written consent. Sponsor makes no representation that the Reserve Fund will (1) satisfy the requirements of a Purchaser's lender, or (2) be sufficient to meet the costs of any capital repairs or replacements needed within the first five years of Condominium operation or within any other specific time period of condominium operation. Because the Building will be predominately newly rehabilitated and/or new construction, Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements. However, no representation is given that such needs will not arise in the future. Sponsor makes no representations or guarantees that the Reserve Fund will be sufficient to meet the costs of any capital repairs or replacements within any specific time period. Unit Owners will be obligated to pay their share of the cost of repairs, replacements and/or improvements to the Common Elements as the need for such arises.

While Sponsor controls the Condominium Board, the Reserve Fund will not be used to reduce Common Charges. (See the section of the Plan entitled "Control by Sponsor" for details.)

MANAGEMENT AGREEMENT

At the First Closing, Sponsor will assign, and the Condominium Board will assume, the Management Agreement for the Condominium between Sponsor and First Service Residential New York Inc. ("Managing Agent"), having an office at 575 Fifth Avenue, New York, New York 10017 ("Management Agreement"). Sponsor may, in the alternative, have the Condominium Board enter into the Management Agreement directly with Managing Agent.

The Management Agreement will provide for an initial term of three (3) years commencing on the date of the First Closing ("Commencement Date"). Thereafter, the Management Agreement will continue on a yearly basis, but may be cancelled by either party without cause, upon not less than 60 day's prior written notice.

Managing Agent will receive an annual fee, payable in equal monthly installments during the initial term of the Management Agreement as follows: $85,000.00 per annum. The management fee is comparable to the rate for similar services in comparable buildings. In addition, for services rendered to Unit Owners (other than Sponsor), in connection with processing applications to (i) sell, lease or otherwise transfer Units and obtaining necessary waivers of the right of first refusal by the Condominium Board, (ii) mortgage or refinance of an existing mortgage on a Unit and (iii) alter or renovate a Unit, Managing Agent shall receive a fee from the Unit Owner in such amounts as shall be determined, time to time, by the Condominium Board.

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

(1) billing and collecting Common Charges.

(2) causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Condominium Board.

(3) contracting for necessary services and repairs and purchasing all supplies necessary to properly maintain and operate the Building and its Common Elements.

(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, discharging and paying employees necessary for the proper maintenance and operation of the Building.

(6) rendering monthly statements of receipts and disbursements to Sponsor 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 Board's accountants in preparing and submitting annually to the Condominium Board an operating budget of the anticipated income and expenses for the ensuing year.

(10) attending meetings of the Condominium Board and Unit Owners, and preparing agendas and sending notices relating to such meetings.

(11) causing to be obtained and maintained insurance for the Condominium in amounts deemed advisable by the Condominium Board.

(12) processing applications of Unit Owners for permission to alter the Units.

(13) processing applications for waivers of the right of first refusal.

(14) generally, doing all things deemed reasonably necessary or desirable by the Condominium Board for the proper management of the Building.

Managing Agent, at the expense of the Condominium, will be insured during the term of the Management Agreement under a fidelity insurance policy in favor of the Condominium for any loss resulting from fraudulent or dishonest acts committed by Managing Agent, its directors, officers or employees.

Certain services performed by the Managing Agent may be subject to separate fees payable by the Unit Owner benefiting therefrom, such as processing applications of Unit Owners for waivers of the "right of first refusal" (in connection with sales, assignments, or leases of Units) and processing alteration agreements.

The Management Agreement shall additionally include (among other things) the following provisions:

(a) the Condominium Board shall indemnify Managing Agent with respect to claims in connection with Managing Agent's carrying out the provisions of the Management Agreement or acting under the express or implied directions of the Condominium Board, unless arising from the gross negligence, bad faith or willful misconduct of Managing Agent in carrying out its duties.

(b) the Condominium Board shall reimburse Managing Agent for reasonable disbursements or expenses incurred in the performance of Managing Agent's duties under the Management Agreement.

(c) the Management Agreement may not be assigned by Managing Agent without the prior approval of the Condominium Board.

Sponsor reserves the right at any time prior to the First Closing or the expiration of the Sponsor Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by 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.

There are presently no contracts or leases binding on the Condominium.

IDENTITY OF PARTIES

Sponsor

720 WEA Ventures LLC is a limited liability company organized under the laws of the State of Delaware, with an office at c/o InterVest Capital Partners, 425 Park Avenue, 35th Floor, New York, NY 10022 ("Sponsor").

The principal of Sponsor (as such term is defined in the Department of Law's regulations) is Michael Gontar, having an office address c/o Sponsor at c/o InterVest Capital Partners, 425 Park Avenue, 35th Floor, New York, NY 10022.

Michael Gontar, Chief Executive Officer of InterVest Capital Partners Inc., has extensive experience investing in residential and commercial real estate over the past 20 years. He has acquired over 7,000 multi-family apartments and more than 5 million SF of office properties throughout his career. Michael is intimately involved in the planning, design, and construction efforts for the Building.

Neither Sponsor nor its principal own 10% or more of any unsold shares or units in any cooperative, condominium or homeowners association in New York State other than the Condominium.

Prior Offerings

Sponsor and principal of Sponsor have not taken part in any public offerings which were initially offered during the past 5 years.

There have been no prior felony convictions of Sponsor, any principal of Sponsor, or any individual who owns or controls a 10% or more equity interest in Sponsor, and no prior convictions, bankruptcies, injunctions and judgments that may be material to the Plan or an offering of securities generally that occurred within 15 years prior to the submission of the Plan against Sponsor, any principal of Sponsor, or any individual who owns or controls a 10% or more equity interest in Sponsor.

Sponsor and the principal of Sponsor who reside outside of the State of New York have designated the Secretary of State for service of process.

Counsel for Sponsor

Sponsor has retained the following attorneys in connection with the preparation of the Plan and other services:

- Sponsor has retained the law firm of Starr Associates LLP, having an office at 220 East 42nd Street, Suite 3302, New York, New York 10017 ("Attorneys for Sponsor"), to represent it in connection with the Plan and to serve as Escrow Agent. Starr Associates LLP's dual role as Escrow Agent and Sponsor's attorney in no way affects the legal and contractual obligations of Escrow Agent pursuant to the Escrow Agreement, the Purchase Agreement or applicable Law with respect to the maintenance or release of Deposits. Samantha Sheeber, Esq., participated in and supervised the preparation of the Plan. Starr Associates LLP will serve as Escrow Agent and will represent Sponsor in connection with matters relating to the sale and closing of Units.

- Sponsor has retained the law firm of Olshan Frome Wolosky LLP, having an office at 1325 Avenue of the Americas, New York, NY 10019 ("Income Tax Counsel"), to prepare the Income Tax Opinion for the Condominium and Unit Owners under the direction of Warren R. Gleicher.

- Sponsor has retained the law firm of Marcus & Pollack LLP, having an office at 633 Third Avenue, 9th Floor, New York, NY 10017 ("Real Estate Tax Counsel"), to provide the Real Estate Tax Opinion set forth in Part II of the Plan.

Selling Agent

The selling agent for the Condominium will be Corcoran Sunshine Marketing Group, having an address at 888 Seventh Avenue, New York, NY 10106 ("Selling Agent"). Selling Agent is a licensed real estate broker whose principals have been engaged in the sale of real estate for approximately seventeen (17) years.

There have been no prior felony convictions of Selling Agent, any principals of Selling Agent, or any individual who owns or controls a 10% or more equity interest in Selling Agent, and no prior convictions, bankruptcies, injunctions and judgments that may be material to the Plan or an offering of securities generally that occurred within 15 years prior to the submission of the Plan against Selling Agent, any principal of Selling Agent, or any individual who owns or controls a 10% or more equity interest in Selling Agent.

Managing Agent

The managing agent for the Condominium will be First Service Residential New York Inc., having an office at 575 Fifth Avenue, New York, New York 10017 ("Managing Agent"). Managing Agent is a real estate and management firm that has been in business and engaged in the management of residential real estate for approximately twenty-five (25) years. Managing Agent is a licensed real estate brokerage and management firm. It currently provides property management services for many residential cooperatives and condominiums.

There have been no prior felony convictions of Managing Agent, any principals of Managing Agent, or any individual who owns or controls a 10% or more equity interest in Managing Agent, and no prior convictions, bankruptcies, injunctions and judgments that may be material to the Plan or an offering of securities generally that occurred within 15 years prior to the submission of the Plan against Managing Agent, any principal of Managing Agent, or any individual who owns or controls a 10% or more equity interest in Managing Agent.

Architects

Architect of Record

BP Architects, PC, having an office at 800 Second Avenue, New York, NY 10017 is the architect of record for the Building ("Architect"). Architect prepared the Floor Plans of Units set forth in Part II of the Plan and the Tax Lot Drawings which will be filed with the Department of Finance of the City of New York and are required in order to create the Condominium. Architect has also examined the physical condition of the Building and has rendered its report thereof together with a certification, both of which are set forth in Part II of the Plan. Architect has been providing architectural services for more than fifteen (15) years and has been the architect of many buildings, including 225 West 86th Street, 67 Vestry Street, 235 West 75th Street, 2211 Broadway, 301 West 53rd Street, and 36 Gramercy Park East in Manhattan.

Design Architect

Thomas Juul-Hansen, LLC, having an office at 137 Grand Street, 7th Floor, New York, New York 10013, is the design architect for the Building ("Design Architect"). The Design Architect has been providing architectural services for approximately twenty (20) years and has been the design architect of the following buildings: 505 West 19th Street, 210 West 77th Street, 11 Beach Street, 60 East 86th Street, and 27 Wooster Street in Manhattan, as well as others.

Budget Expert

Sponsor has engaged Penmark Property Advisors, LLC, having an address at 250 East 87th Street, Suite 28G, New York, NY 10128, as Sponsor's budget expert ("Budget Expert"). Budget Expert estimated all amounts of income and expenses in the First Year's Budget in consultation with Sponsor. Budget Expert has rendered a certification as to the adequacy of the First Year's Budget, which may be found in Part II of the Plan.

Related Parties

Sponsor and its principal have no affiliation with Attorneys for Sponsor, Selling Agent, Managing Agent, Income Tax Counsel, Real Estate Tax Counsel, the Construction Professionals, Budget Expert, or any person or firm who will provide services to the Condominium subsequent to the First Closing.

Neither Attorneys for Sponsor, Income Tax Counsel, Real Estate Tax Counsel, the Construction Professionals, nor Budget Expert have any financial interest in the Property, the Units, the Condominium, or this offering, except for their fees for services rendered.

General

Neither Sponsor nor its principal have entered into contracts or agreements, written or oral, or accepted any Deposits or advances of funds for the purchase of Units as of the Filing Date of the Plan.

With respect to any of the parties named herein, Sponsor reserves the right to substitute their services for the services of another person or company prior or subsequent to the First Closing, in which case such change shall be disclosed in a duly filed amendment to the Plan.

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 approximately 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.

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 §20.4 of the Regulations of the Department of Law.

DOCUMENTS ON FILE

Pursuant to the provisions of §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 by Purchasers and their attorneys upon written request and reasonable notice without charge, and for copying at a reasonable charge, at Sponsor's office for a period of 6 years after the First Closing. In addition, a set of Tax Lot Drawings showing the layout, locations and approximate dimensions of each Unit and its Unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the Register's Office following the recording of the Declaration, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-Laws will be recorded in the Register's Office in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be recorded in the Register's Office.

GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Copies are contained in Part II of the Plan of the forms of Declaration, By-Laws, Purchase Agreement, Unit Deed, Power of Attorney and other documents (which forms may be revised prior to their recordation or the First Closing, as applicable). Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to in the Plan, copies of which are on file with Sponsor, are not necessarily complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

There are neither commercial nor residential tenants occupying the Building as of the Filing Date of the Plan.

No party other than Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor and Purchasers. However, Sponsor may not unilaterally cancel a Purchase Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the Purchase Price or payment terms contained in such Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a substantial amendment to the Plan that materially and adversely affects Purchasers, except as otherwise provided herein, Purchasers will have a right of rescission which may only be exercised within 15 days from the Presentation Date of such amendment. Sponsor shall promptly return all Deposits, together with any interest earned thereon, as well as any Special Work Funds to the extent not expended, to Purchasers who rescind, except that Sponsor shall retain all Deposits of any Purchaser who is in default under the Purchase Agreement beyond any applicable grace period.

In accordance with the provisions of the Laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Units offered by the Plan or in the leasing of any such Units because of such person's race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

To Sponsor's knowledge, the Property has not been the subject of a prior public offering.

EXCESS DEVELOPMENT RIGHTS

Sponsor does not anticipate that any Excess Development Rights will remain upon completion of the Building. However, if the applicable provisions of the Zoning Resolution change in the future, such changes may generate transferable Excess Development Rights which will not be included in the Property and shall be the exclusive property of Sponsor. Sponsor cannot represent the amount of transferable Excess Development Rights that could result from such changes. Neither the Condominium Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights. If any Excess Development Rights are transferred to an adjoining premises, the light and air of the Building and views from Units and/or Terraces may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the "Description of Property and Improvements" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Building except as set forth in the Description of Property and Improvements or as contemplated to be made as described therein.

The Buildings Department issued PCO No. CO 075633 dated May 8, 1975 for the Building which will be amended or reissued, as required, to conform to the status of the Building following substantial renovation.

Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and material pertaining to lead-based paint and/or lead-based hazards in the Building. Set forth as an Exhibit in Part II of the Plan is a Lead Based Paint Inspection Report (the "Lead Paint Report") prepared by Enviro-Pro, dated April 22, 2019. Although the Lead Paint Report reveals the presence of lead-based paint in the Building, Purchasers are advised that the same will be significantly abated and removed as part of Sponsor's planned construction work at the Building. Notwithstanding the foregoing, the Description of Property and Improvements set forth as an Exhibit in Part II of the Plan provides that certain components of the Building to remain, which include the wall enclosing the Building's stairs and certain ceilings and beams, may still contain lead-based paint after completion of Sponsor's construction work. Sponsor will comply with applicable Law concerning the use of lead-based paint and/or lead-based paint hazards. Sponsor does not make any representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they or the Condominium remove sheetrock at any time in the future, they or the Condominium may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint.

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PART II

CONDOMINIUM OFFERING PLAN

720 WEST END AVENUE CONDOMINIUM
720 WEST END AVENUE
NEW YORK, NY 10025

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DESCRIPTION OF PROPERTY AND IMPROVEMENTS

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BP ARCHITECTS

ARCHITECTURE – PRESERVATION - INTERIOR DESIGN- MANAGEMENT
800 2ND Avenue suite 800 New York, NY 10017 ■ TEL: 212 710-6277 ■ FAX: 888 730-4016

Description of Property and Building Condition
Rev. 02/20/24

A. **Section 23.7 Description of Property and Building Condition.**

Location and use of property:

(A1) Address:

720 West End Avenue New York, NY 10025

(A2) Block and lot number:

Block 1243
Lot 1

(A3) Zoning:

R10A - General residence district

(A4) Permissible use:

Rl0A - residential governed by Quality Housing regulations.
Proposed use will comply with all zoning and use requirements at closing.

(A5) Handicapped Access:

The building, site and facilities shall be designed and constructed to be accessible in accordance with the most recent updates to the 2014 edition of the New York City Building Code and with ICC A117.1 2009 (accessible and usable buildings and facilities in effect at the time of preparation of plans).
The provisions of chapter 11 and appendices E, N and P shall govern the design for accessibility. Amenities and all residential floors comply with these requirements.

(A6) Quality Housing Program:

The building complies with the requirements of ZR 28-00. Refuse and storage disposals shall comply with ZR 28-12, Daylight in corridors shall comply with ZR 28-14, Laundry facilities shall comply with ZR 28-13, Recreation spaces shall comply with ZR 28-21, Density per corridor shall comply with ZR 28-31.
Amenities and all residential floors comply with these requirements.

Portions of the existing building are non-complying with the applicable Bulk regulations of ZR 23-00, such portions will remain per ZR 54-31. All enlarged or extended portions of the building shall comply with the applicable Bulk regulations of ZR 23-00.

New portions of the building shall comply with the bulk regulations for quality housing buildings set forth in Article 2 Chapter 3, and any building containing residences shall also comply with the requirements of Article 2 Chapter 8.

(A7) Rights of Substitution

Notwithstanding anything to the contrary set forth herein, where materials, appliances, equipment, fixtures, and/or other construction or design details are specified herein, Sponsor reserves the right to substitute in each instance one of comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

(A8) Dimensions

Notwithstanding anything to the contrary herein, any and all dimensions, square footages, and other numerical data set forth herein are approximate and subject to normal variances and tolerances.

(A9) Floor plans and specifications

While the Plans and Specifications for the Building correctly reflect that the Building will contain 15 Parking Spaces and 131 Residential Units, Purchasers are advised that a zoning sheet that was included with the Sponsor's Buildings Department submission incorrectly reflects that the Building will contain 17 Parking Spaces and 132 Residential Units. This is an internal inconsistency reflective of a typographical error. The Offering Plan (including without limitation the Floor Plans set forth in Part II) are correct and are consistent with the Plans and Specifications. Sponsor shall amend the zoning sheet so that it is also consistent with the Plans and Specifications, after which Sponsor shall submit an amendment to the Offering Plan to amend this report to reflect this.

B. **Status of construction**

(B1) Year built:

The Building shall be comprised of (i) an original structure of 16 above-grade floors built in 1927 ("Original Structure"), (ii) a new addition of 9 above-grade floors (10 total levels) on the eastern side of the Original Structure ("Annex") that will connect to and be fully integrated in the Building, and (iii) a new penthouse level (inclusive of roof terraces and bulkheads above) located on top of the Original Structure ("Penthouse/Bulkhead Levels"). The Annex and the Penthouse/Bulkhead Levels shall be entirely new construction. With respect to the Original Structure, the stair core, existing egress stairs A and B and associated railings, floor slabs, steel structure, and facades thereof shall remain, and otherwise all other building components (including without limitation equipment, walls, features, finishes, fixtures, windows, etc.) shall be new construction. The Original Structure was formerly used as a Salvation Army senior citizen community, and the Annex was formerly a parking area.

(B2) Class of construction:

The existing building is of Class 1C Fireproof, NYC Building Code, 1938 Edition. Walls are of masonry construction.

There are no load bearing exterior walls. All new non-load bearing exterior walls as well as all demising walls between residential units shall be built with 2hr fire rated partitions as per 1968 NYCBC table 3-4.
Egress stair enclosures are to remain and are of masonry construction. New extensions of such egress stairs shall be built with 2hr fire rated partitions as per 1968 NYCBC table 3-4.
All existing and proposed structural steel will be protected with spray on fireproofing. Columns will be 3hr fire rated and beams will be 2hr fire rated in compliance with 1968 NYCBC table 3-4.

All new exterior walls shall be built of 2hr fire rated partitions as per 1968 NYCBC table 3-4.

(B3) Certificate of Occupancy:

There is a final certificate of occupancy no. 75633, issued May 8, 1975 for the existing building. After completion of Sponsor's Work, Sponsor will obtain an updated final certificate of occupancy for the project; provided that prior to the closing of title to any Unit under the offering plan, Sponsor shall obtain a temporary certificate of occupancy covering such Unit. Sponsor anticipates obtaining the first temporary certificate of occupancy covering the building on or prior to November 1, 2024, unless delayed by weather, strikes, lockouts, acts of God, shortages or inability to obtain materials, equipment, or labor, pandemics, epidemics, government restrictions or preemption, damage by fire or elements or any other cause over which sponsor has no control and subject further to any rights of Sponsor set forth in the Plan.

(B4) Alterations permit numbers and description of work done:

123580062(1) ALT1 Filed for vertical & horizontal enlargement of existing residential building including relocation of zoning floor area.
Filed: 07/06/2018 - Permit-Partial: 07/15/2022

123580062(2) ALT1 Filed for MEP work in conjunction with ALT 1
Filed: 04/15/2019 - Permit-Partial: 07/08/2022

123580062(3) ALT1 Filed for structural scope associated with ALT1
Filed: 04/15/2019 - Permit-Entire: 07/08/2022

123580062(4) ALT1 Filed for support of excavation associated with ALT1 filing.
Filed: 04/18/2019 - Permit-Entire: 07/08/2022

123580062(5) ALT 1 Filed to supersede architect of record and update ownership information. Existing plans with no change resubmitted with new applicant seal WVA # 43521/21 - Old applicant: Morris Adjmi - license # 020005 - New applicant: Fernando Papale- license # 031406
Filed: 08/18/22 – Approved: 09/16/22 – Zoning Approval: Granted 12/02/19

Sponsor's Work commenced on May, 2022 and is scheduled to be sufficiently complete to permit closings of title to Units to begin in or about November, 2024.

C. **Site**

(C1) Size:

Corner lot with partial block frontage on West End Avenue: 125.75 feet and frontage on West 95th Street: 175 feet. The size of the lot is approximately 20,049 square feet.

(C2) Number of buildings and use:

After completion of Sponsor's Work, there will be one building on the property for residential use.

(C3) Streets owned or maintained by the project:

There are no streets owned or maintained by the project. All adjacent streets are maintained by the City of New York Department of Transportation (DOT)

(C3.1) Paving (material and condition):

The adjacent streets are paved with asphalt, owned and maintained by the City of New York and are in fair condition.

(C3.2) Curbing (material and condition):

The curbs along West 95th Street are granite and they are in fair condition.

The curbs along West End Avenue are concrete with a steel protecting edge and they are in fair condition.

There is one (1) 16'-0" vehicle curb cut along West 95th Street for access to the existing exterior off street parking area.

There are accessible curb cuts for pedestrians at the comer of West End Avenue and West 95th Street and a 4'-0" depressed curb on West End Avenue directly centered with the building entrance.

(C3.3) Catch basins, drainage (location and condition):

The streets abutting the property are pitched to drain through catch basins. The existing catch basin is part of the New York City water drainage system, located on West 95th Street at the comer of West End Avenue; it appears to be in in fair condition.

At the time of the visual inspection the catch basin appeared to be adequate. We can make no representation as to whether or not the drainage system is adequate.

(C3.4) Street lighting (material, type, location and condition):

The street lighting is owned and maintained by the City of New York. There are no lighting polls on the site, other than a street light poll located at the corner of West End Avenue at West 95th Street.

(C3.5) Conformity with local codes:

The above items are existing to remain and to the best of our knowledge seem to be in conformity with local fire district & city codes.

(C4) Drives, sidewalks and ramps:

There are no ramps as part of this property.

The building is situated on a corner lot at the intersection of West End Avenue and West 95th Street and has sidewalks on both sides; these are in fair condition.

The building has an interior court.

There are 2 grates accessing the sidewalk vault along West End Avenue and one (1) electrical utility vault along West 95th Street. The sidewalks along West End Avenue and West 95th Street are concrete running full width from the property line along each street and pitched for drainage to the curb. The sidewalks are all in fair condition with some concrete flags cracked or discolored. There are some concrete patches (recent repairs) on some flags at the corner.

All cracked and discolored flags will be repaired in kind. Any demolition to existing sidewalks to bring new services into the building shall be repaired in kind.

There is an existing to remain ConEdison vault on the northwest corner of the property. The condition is fair.

The existing sidewalk vault along West End Avenue will remain and is in fair condition.

There will be a new ConEdison electrical Vault that will be built as part of the ongoing renovations approximately 28'-0" south from the north property line on West End Avenue.

The condition of the existing sidewalk vault structure appears to be fair. A portion of such structure will be removed and rebuilt to accommodate the construction of the new ConEdison vault's removable cover as per typical ConEdison details.

(C4.1) Paving (material and condition):

Upon completion of Sponsor's Work there will be no paving on the property.

(C4.2) Curbing (material and condition):

The sidewalk curb along West End Avenue is concrete with protective steel edge and is in good condition. The sidewalk curb along West 95th Street is granite and is in good condition.

There are curb cuts for pedestrians at 2 locations, two (2) at the corner (accessible ramps) and one (1) directly opposite to the building entrance.

There is an existing curb cut on West 95th centered on the new ten (10) story building's facade.

(C4.3) Catch basins, drainage (location and condition):

There is one (1) drain on West 95th Street at the intersection with West End Avenue. It appears to be in good condition. There are no catch basins as part of the existing driveway.

(C4.4) Street lighting (material, type, location and condition):

There is no public lighting along either side of the property.

There is one (1) traffic light on West End Avenue at the corner of West 95th Street.

It appears to be in good condition.

There is a pedestrian crosswalk button on West 95th Street.

(C4.5) Conformity with Codes:

Based on visual observation, all existing building elements scheduled to remain (refer to C2.1) appear to be in conformity with the local fire district and municipal building codes.

D. **Utilities**

(D1) Electric:

Electric service to the building is provided by Con Edison, service characteristics is underground 120/208V, 3 phase, 4-wire.
Dedicated direct utility meters will be provided as follows:

- One dedicated meter will be provided for house and common area loads.
- One dedicated meter will be provided for parking.
- One dedicated utility meter will be provided to monitor total condominium loads.

Electricity charges associated with the common elements will be billed to the unit owners as part of their common charges. However, unit will be sub-metered, and billing will be directly to the unit owners from a metering & billing agency.

(D2) Water:

The building water service is connected to the City of New York public water main.
Incoming water is provided by Two (2) separate water services:

- One (1) 4" service for domestic water
- One (1) 6" service for fire protection (sprinklers, standpipe).

The charges for water service provided to the building (including Residential Units and in the public areas of the building) are levied on the basis of a master city meter and borne, upon formalization of the Condominium, by the Residential Units as a common expense.
The domestic distribution piping will be insulated as follows: fiber glass insulation ½" for cold water, 1" for hot water and hot water return piping with molded fittings.

(D4) Gas:

The gas service is provided by Consolidated Edison Company of New York, a regulated public utility and is a common charge to Residential units via master meter.

(D4.2) Sanitary and Storm Combined:

The building sanitary and storm systems are connected to City of New York public sewer drainage system through one (1) 12" combined house sewer in accordance with the New York City Department of Environmental Protection.

Storm drainage is diverted to a new storm detention tank in the cellar and sub-cellar as required by NYC.

The 10" combined building house drain exits to West End Avenue between West 95 and West 96th Street. The charges for sewer service provided to the building are levied on the basis of a master city meter and borne, upon formalization of the Condominium, by all the Units as part of the common expenses.

(D4.3) Telephone and data:

Telephone and data will be provided by Verizon. Cable TV is provided by Time Warner.

E. **Sub-soil conditions**

(E1)

The existing building is supported on footing foundations bearing on bedrock, and, as such, cracking of the building resulting from subsidence would not be anticipated. The new

building will be supported on this same bedrock as well. Given that the existing building was constructed following the bedrock surface as it rises up to the east from West End Avenue, there is very little soil present below the slab such that the presence of hazardous materials is considered not likely. The new building, which will be constructed in the remaining small open area on the property, will also extend to bedrock so that the small amount of soils in these areas will also be removed. Expansive soils are not present at the site.

(E2)

Water infiltration in foundation walls was noted at the sub-cellar level. Water is partially controlled by exposed channels emptying into a sump pit. Water control should be modified to eliminate exposed water channels. The Sponsor has stated that precautionary steps will be taken to install a drainage system that will eliminate the exposed water channels.

Cellar level did not appear to have water infiltration or foundation moisture. No seepage or water infiltration corrective action is required at this level.

(E3)

There was no visible danger from flooding. Both sides of the building have a steep slope draining towards Broadway. The property is located in flood hazard zone X, an area of minimal flood hazard as shown on flood insurance rate map no. 3604970086F having an effective date of September 5, 2007 which is the current map provided by the FEMA Flood MP Service Center.

F. **Landscaping and enclosures**

(F1) Grass cover (type, location):

There is no grass cover as part of this project.

(F2) Plantings (type, location):

There are 5 tree pits along West 95th Street and 3 tree pits along West End Avenue.
All of the tree pits along West End Avenue have trees. They appear to be in good condition.
Only 3 of the tree pits on West End have trees. All appear in good condition.
All of the trees will be protected during renovations.

(F3) Trees (location):

Refer to (F2) above.

(F4) Fencing (type, location):

Upon completion of Sponsor's Work, there will be no fencing at the property.

(F5) Gates (type, location):

There are eight (8) decorative wrought iron black metal window gates detailing the last 4 windows near the corner of West End Avenue and four (4} on the East side along West 95th Street. All nine (9) windows on West End Avenue have decorative wrought iron black metal window gates.
All gates appear to be in fair condition and they are scheduled to remain and be restored as part of Sponsor's Work.

(F6) Garden walls (type, location):

None.

(F7) Retaining walls (type, location):

Two retaining walls are present on the property. One is an approximate 3- to 4-ft high stone wall that provides grade transition between the north end of the driveway area and the abutting 255 W95th Street property to the east with the high side being the driveway area. The other is an approximate 10-ft high concrete wall that provides grade transition between the north end of the driveway area and the courtyard area in the rear yard of the property with the high side also being the driveway area. Both walls will be removed as part of construction of the new development. The taller wall is located within the footprint of the new building and will therefore not be replaced. The shorter wall is located on the perimeter of the new building and will be replaced by the cellar foundation wall of the new building.

(F8) Display pools and fountains (location, materials):

There are no fountains or display pools in the property.

G. **Building size**

(G1) Total height (approximate total feet from ground level to highest part of roof):

At the West side of the building, the height of the building from the street to the top of the penthouse is 167'-0" +/-.

At the East side of the building, the height of the building from the street to the top of the penthouse is 154'-0" +/-.

(G2) Crawl spaces (floor to ceiling, height):

There is an existing crawl space below the existing ConEdison vault located the sub cellar northern corner, below the service entrance area. Refer to (C4) for further information regarding existing and proposed vaults.

(G3) Number of sub-cellars and cellars:

There is one sub-cellar and one cellar.

(G4) Number of floors (actual including penthouses):

The site is sloped:

There are 15 floors on the East side of the property on West 95th Street

2nd through 15th floors and the penthouse level.

There are 16 floors on the North side of the property on West End Avenue:

First (ground) floor, 2nd through 15th floor and the penthouse level.

Marketing names are established for floors 13th, 14th 15th and 16th as follows:

ACTUAL FLOOR	MARKETING NAME
13TH FLOOR	14TH FLOOR
14TH FLOOR	15TH FLOOR
15TH FLOOR	PH16
16th FLOOR	PH17

(G5) Equipment rooms (location and use):

Sub-cellar: Electrical room (qty.1), Domestic Water Pump room (qty.1), Gas Meter room (qty.1), Water Service room (qty.1) Fire Pump room (qty.1), Elevator mechanical room (qty.1), House Trap room (qty.1). There will also be a Detention Tank room below the sidewalk vault on West End Avenue.

Cellar: POE room (qty.1), Trash Compactor room (qty.1), Telecom room (qty.1)

Ground floor: Mechanical equipment room (qty.1)

2nd Floor: Mechanical equipment room (qty.1), Elevator mechanical room (qty.1)

16th floor: Boiler room (qty.1), Generator room (qty.1)

Roof: Elevator mechanical room (qty.1)

(G6) Parapet (height above roof):

The parapets on the roof level are 26" in height. Most of the parapets on the property have a chain link fence protecting the mechanical roof access raising the fence to 42" above finished roof elevation. The parapets are in fair to good condition.

All parapets are scheduled to be maintained and are part of the restoration work to be undertaken. We were advised by the Sponsor that restoration work will be performed on all existing parapets.

As part of this renovation, all parapets will be fitted with a glass railing base rail system which will raise all parapets to 42" above finished roof elevation.

H. Structural system

(H1) History and general description:

720 West End Ave is a 15-story building on the northeast corner of 95th St and West End Ave. It was built in the late 1920's with Emery Roth as Architect. The building most recently operated as a SRO for the Salvation Army.
The building is built into the sloped site. The low point is at the north end along West End Avenue (below the 1st floor) and the high point at the east end of the building along 95th St (at the 2nd floor). The building has a partial basement. The below grade portion of the 1st floor is the lowest level of the east wing. There are two basement levels along West End Ave extending 22' below the 1st floor. Typical floor to floor height is 9'10".

(H2) Foundations:

Based on test pits, we know that the building is founded on sound rock. There are no existing foundation drawings. New basement walls and column footings are designed for 20 tsf rock. The new building addition will have a pressure slab to resist the pressure generated by perched water flowing down the rock. Elevator pits are either expanded or new. There is a sidewalk vault under the West End Ave sidewalk.

Based on visual surveys, the foundation walls are sound. We have not seen any structural conditions indicating hazardous or dangerous conditions. There is water infiltration along

95th St that is being addressed with waterproofing. The steel columns in this area that are partially embedded in the foundation wall are being reinforced with concrete encasement. Some of the renovation sequencing does require temporary bracing as part of the work. There is no need for immediate bracing or shoring work.

In the existing basements, we don't know if there is a sub-grade drainage system. No subgrade drainage system is added under the pressure slab.

All new foundation walls and slabs on grade will be waterproofed with GCP Applied Technologies' ("GCP") BITUTHENE 4000 system which is a flexible, pre-formed membrane made of a high performance, cross laminated, HDPE carrier film with a tacky, self-adhesive rubberized asphalt compound and BITUTHENE 4000 surface conditioner.

BITUTHENE 4000 surface conditioner is water-based primer that is specifically formulated to promote adhesion by binding dust and concrete efflorescence to help provide a suitable surface for the BITUTHENE 4000 waterproofing membrane.

(H3) Superstructure:

The original building structural system consists of cinder concrete encased steel beams with a mesh reinforced slab. The structural slab supports cinder fill and a floor finish. The building gravity system consists of steel columns. With no explicit lateral system, the default lateral system is the exterior masonry.

Over the years, building repairs were done with metal deck slabs and other current materials. The only structural drawing available is the 2nd floor steel erection drawing. Since the building is almost a century old, certain columns and slabs require repair and reinforcing as part of the conversion. There are several columns in the basement levels that require repair due to corrosion. Other columns require reinforcing due to increased loads from the Penthouse addition. Column unbraced by slab removals have additional bracing added in the lobby and multipurpose sports court.

Major elements of Sponsor's Work include a new penthouse addition to the existing building and expansion of the building to the east with a new 10 story infill building. The existing north courtyard (rear yard) is being excavated for parking. The building elevators are located in reconfigured or new elevator shafts. New double height spaces require structural modifications to the existing framing and columns. With the change in use, all of the mechanical shafts are new and require opening new penetrations and closing existing ones. Based on probes and new loading, certain columns are reinforced at the top five floors.

The existing building floor framing, has cinder concrete slab construction that utilizes wire reinforcement. The renovation consists of new steel framing and lightweight composite concrete slabs on metal deck with welded wire reinforcement.

The overbuild utilizes composite shear studs to engage the original steel, involving a reinforced concrete transfer slab to support new steel posts at the penthouse and mechanical spaces.
The Annex is framed with steel beams supporting a long span steel deck and a combination of welded wire and reinforcing bar, and requires the removal of the east exterior wall.

The slabs are built with long-span composite metal decking filled with concrete.

The annex uses reinforced concrete masonry units; all parts of the buildings are connected to act as a single unit in response to lateral forces.

As part of the current renovation, the cellar columns are being encased in concrete to reinforce any deteriorated existing conditions observed. This is documented, detailed, and in the current construction scope.
The adjacent Terrace is framed with a concrete slab supported by the adjacent building columns and a new property line foundation wall.

Due to zoning required setbacks and layout considerations, the penthouse level addition to the existing Building does not align with the structure below. This requires a composite concrete transfer slab supporting light-gauge bearing walls to minimize impact on the existing roof framing.

Existing and new slabs throughout the residential areas will be sound protected with a 5mm sound mat below the new scheduled finish flooring. The approximate STC rating of floor mats is 54.

(H4) Exterior of building(s):

(H4.1) Walls:

Exterior walls at both street and rear of the building consist of brick masonry and terra-cotta backup block covered by finishes between floors.

The western Façade and southern facades feature limestone base; two-story entrance surround with pilasters and brackets supporting an entablature with swags and shields; carved lintel above door; rusticated brick at outer bays above the third story; stringcourses at 4th and 14th stories; terra cotta sills; fourth story windows with full, carved surrounds with cartouches and balconettes; windows at 13th and 14th stories with full surrounds incorporating a pediment broken by a decorated lintel; corbel table with rosettes at roof line.

The northern façade features corbel table which continues at return; red, yellow and white brick which has been patched and repaired in the past.

The eastern façade features red brick which has been patched and repaired in the past.

Some areas of the terracotta surrounds showed cracking and spalling; some brick areas showed cracking and earlier patch repairs. We have been advised by the Sponsor that these conditions are being addressed as part of the current masonry repair and restoration work.

We have been advised that the FISP Cycle 8 report pursuant to Local Law #11/98 section 28-302 of the Administrative Code of NYC including rules 1 RCNY 103-04 was filed with LPC on 08/03/17 under docket # LPC-19-8824 and the New York City Department of Buildings issued a work permit on 03/20/2018 with the permit# 140696441-01-AL. The FISP Cycle 8 report is set forth in Part II of the Offering Plan.
The Current FISP (8C) report filing for 720 WEA is in DOB Now (publicly available).
The previous Cycle Filing Status- Cycle 8C SWARMP (filed by others)
The Current Filing Status- for cycle 9C the filing period is from 02/21/2022 through 02/21/2024. Based on the filing period, the sponsor is planning to conduct a close

up inspection sometime early 2024 in accordance to the FISP guidelines and submit a report based on the conditions observed. As part of the close-up inspection there will be an 8 (All right-of-Way Elevations) +1 (Lot-Line) drops at or equal to 60'-0" intervals.
Following Filing status- Based on the current FISP program cycles, the next sub cycle filing (10C) period for 720 WEA will be 02/21/2027- 02/21/2029.

Existing exterior walls will be cladded with insulation on inside face of existing walls utilizing 1" mineral wool insulation boards, Rockwool Comfortboard or similar, with an R-value of 4.2. All new exterior walls will be constructed with 2" of continuous insulation boards, with R-value of 7.5 plus insulation batts within the partition, with R-value of R-19.

(H4.2) Windows:

All existing windows are aluminum insulated commercial grade windows. The current windows were installed over the original wood window frames and panning. The age is unknown.

We have been advised by the sponsor that all windows will be replaced as part of this renovation along with any remaining wood frame or wood panning.

The replacement includes modifying fifty eight (58) masonry openings by removing fifty eight (58) one over one double hung dark brown painted metal windows and the masonry adjacent to them to install fifty eight (58) larger ten over one double hung dark brown painted metal windows, including the fourteen (14) windows at the northernmost bay and fifteen (15) windows at the southernmost bay of the west (West End Avenue) façade and fifteen (15) windows at the westernmost bay and fourteen (14) windows at the easternmost bay of the south (West 95th Street) façade, in conjunction with replacing the terracotta sills for larger terracotta sills at these windows.

There will also be (42) modified masonry openings in the rear facades facing North and East (rear facades facing courtyards)

In addition, 5 new masonry openings will be created at the east façade by removing the existing plain brickwork and installing two (2) single light dark brown painted metal and glass doors at the eleventh (11th) floor and four (4) six over one double hung dark brown painted metal windows including one (1) window at each of the twelfth (12th) trough fifteenth (15th) floors

The new windows will be ¼" tilt double hung windows. The panning will match as close as possible the profile of the original panning.

The new windows standard features are 1" insulated glass unit, double fin-pile weather-stripping, slim sightlines, tilt-in sash, flush hardware, integral extruded pull rails at top and bottom sash, burglar resistant top sash anti-drift latch and spiral balances calibrated for each sash weight.

The window replacement along with the window enlargements were approved by Landmarks and Preservation Commission under Certificate of Appropriateness issued on 11/20/19 with docket # LPC 20-01299. An amended permit was issued by electronic approval on 7/28/23.

All windows within the historic facades will be Malt Acrynar UCFX12400 color as approved by Landmarks.

All windows within the new Annex will be Medium Bronze Acrynar UCFX10791E.

All interior window colors will be Graham Brown Duracron S600 UC86993.

The original window openings have a steel relief angle supporting the brick Wythe above the windows. Some of these relief angles have been observed rusting and need to be replaced. Sponsor intends to replace damaged or rusting relief angles as part of the façade restoration scope.

Windows for residential units on the penthouse level will be class “architectural” high efficiency inswing casement tilt and turn with narrow sightlines, 1” insulated glass units, by Architectural Windows. The window sills will be thermally broken aluminum sills.

There are no storm windows. There are no lot line windows on this project.

All new windows will have 5-year warranty for windows, 10 years for glazing and 20 years for finish as per project specifications.

(H4.3) Landmark status:

The building is part of the Riverside-West End Historic District Extension II.

It is landmarked as a city Landmark as a contributor building to the district but it is not listed in the National Registrar of Historic Places (NRHP) list at the writing of this report.

The area the building is in was incorporated into the above historic district by the New York City Landmark Preservation Commission in June 23, 2015.

(H5) Parapets and copings:

Parapets around the perimeter of the building are brick masonry capped with stone copings. Galvanized chain-link fences are provided to increase height as required. Parapets have been rebuilt as part of the previous repair and restoration work.

Both parapets and copings appear in fair condition. We have been advised by the Sponsor that the existing parapets will be repaired and the copings will be replaced by new. All existing chain link fences will be replaced with new masonry parapets.

These conditions are being addressed as part of the current masonry repair and restoration work.

(H6) Chimneys and caps:

There are no existing working fireplaces in the building. As part of the renovation, residential units PH17A, PH17B, PH16B, PH16C and PH17C will have a gas fired fireplace located in within their respective great rooms. In compliance with DOB BB 2015-035 these units will be:

1. Factory assembled
2. Installed and specified in accordance with manufacturer’s recommendations.
3. The units will be of direct vent type (all air for combustion is derived from the atmosphere and all gases are discharged directly into the atmosphere)
4. No retrofitting or on-site ductwork will be done in association with the fireplace unit.

5. All gas piping will be hard piped (no flexible connectors)
6. The fireplace units will be ducted to the roof through roof penetrations.
7. Carbon monoxide detectors will be installed in habitable rooms that contain these fireplaces.

The existing boilers, scheduled to be removed, have exhaust vents extending above the roof of the existing bulkhead.

These exhaust ducts as well as their masonry shafts housing them are scheduled to be demolished as part of the ongoing building renovation.

(H7) Balconies and terraces:

There are three (3) balconettes with wrought iron balustrade on the West End Avenue façade as well as three (3) balconettes with wrought iron balustrade on the West 95th Street façade.

Both the balconettes and all associated balustrade are scheduled to be repaired and restored as part of the ongoing restoration work.

There will be two (2) terraces for the 2nd floor duplex residential units.

There will be one (1) new balcony facing north in unit 4M on the fourth floor.

There will be two (2) new terraces facing east in units 11J and 11H on the 11th floor.

There will be six (6) new terraces around the property in units PH16A, PH16B, PH16C, PH17B and PH17C.

PH17C will have two terraces, one facing north and the other facing south.

All courtyards will be called out in the Certificate of Occupancy as amenity courtyards on the Schedule A – R-2 occupancy, 2B use group.
All terraces will be called out in the Certificate of Occupancy as “limited common elements” and be listed with their respective residential units on the Schedule A – R-2 occupancy.

Purchasers shall not block Fire Department paths wherever required within the building.

(H7.1) Deck finish (material):

The existing roof is provided with 24"x 24" precast red concrete pavers in fair condition.

As part of the ongoing renovation, the entire deck finish will be removed and replaced with new deck finishes.

Per specifications, pavers to be standard concrete ballast pavers by Hanover, and shall be designed to withstand normal wear and tear for foot traffic.

In addition, all deck material anywhere in the project shall be accepted by roofing manufacturer to retain roofing warranty.

(H7.2) Balustrade (type, material):

There are no balustrades on terraces or roofs other than those in the balconettes.

(H7.3) Railings (material):

There are existing chain link fence railings along the perimeter of the existing roof.

There is a tubular metal hand rail attached to a flat stock at the retaining walls in the rear yard. All railings will be demolished and replaced by new as part of the ongoing renovations.

All railings in accessible terraces will be a new aluminum and glass channel railing system by CR Lawrence. Height will be 42” above finished roof terrace floor.

The rear yard newly created lower terraces will have a galvanized pipe railing system. Height will be 42” above finished terrace floor.

(H7.4) Copings (material):

The rear yard interior court walls have a precast concrete coping. The roof parapets on all sides of the building have stone copings. All copings at the roof level and rear yard areas are scheduled to be removed as part of the ongoing renovation.

(H7.5) Soffits (material):

None.

(H7.6) Doors to balconies and terraces (type, material):

All doors at terraces will be new as part of the ongoing renovation and will be a thermally enhanced aluminum folding glass wall system. The system water performance is up to 9.0 PSF, will have thermally enhanced profiles, extruded aluminum hinge with stainless steel pin, roller assemblies, by Solar Innovations.

The IGU will be monolithic and insulated impact glazing up to 1 1/8" in Cashmere Pearl color as approved by Landmarks (refer to H4.2 and H4.3 for additional color information)

(H8) Exterior entrances:

There are three entrances to the building, the main lobby entrance on West End Avenue, the service entrance on West End Avenue and the parking entrance on the east façade.

The main lobby entrance is located on West End Avenue at the corner of West 95th Street. This entrance is surrounded with pilasters and brackets supporting an entablature with swags and shields and carved lintel above the door. All the architectural features will be restored as part of the ongoing restoration. No unsafe conditions were observed at the time of visual inspection. The main entrance doors will be removed and replaced with new metal and glass doors in bronze finish. There will be an accessible push button activating a motorized accessible mechanism.

The service entrance is located on the northernmost side of West End Avenue. This entrance will be expanded to enlarge the door size. A new insulated double metal door entrance will be provided.

There is a service door entrance on the eastern side of the property accessing the open parking area adjacent to the building.

This opening will be removed as part of the construction of the new ten (10) story annex building.

The areas in front of both main and service doors on West End Avenue is pitched away from the building to facilitate drainage.

(H8.1) Exterior doors and frames (material, type, lock):

Entry Gates: There is an entry gate on West 95th Street along with a swing metal door on a two story brick wall with stone coping. The gate is used to access the exterior parking area adjacent to the building.

The wall and both door and gate will be demolished as part of the ongoing renovation.

Lobby Doors – Main Entrance on West End Avenue:

The existing sliding aluminum center doors and both aluminum side swing doors will be demolished and replaced with one (1) thermally insulated custom double metal rail style and glass panel swing door, to be powered for electronic access control, includes a SDS Hi/Shear Concealed Magnetic Lock, Assa Abloy rim exit device on push side, Assa Abloy short centered straight pull bar on pull side, astragals & door bottoms for weather protection, aluminum door sill with bronze finish, Simonswerk Tectus concealed hinge system, and concealed automatic door operator, and two (2) thermally insulated custom side single metal rail style and glass panel swing door in bronze color, to be fitted with a Schlage mortise lockset with manual keyed entry, astragal & door bottoms for weather protection, aluminum door sill with bronze finish, and Simonswerk Tectus concealed hinge system . All hardware, including one (1) motorized ADA compliant door will be new as part of the ongoing renovation.

Service Doors:

There are two service entrances located on the northerly side of West End Avenue and on the eastern façade accessible from the parking lot.

Entrance on West End Avenue:

The location of the service entrance on West End Avenue will remain but the door will be demolished and the existing opening enlarged as part of the ongoing renovations. The existing double metal service door will be demolished and replaced with a larger thermally insulated custom double fire rated self-closing metal door and panic hardware.

For additional information refer to (H5.1)

Entrance on East Side - parking:

The secondary service entrance accessing the parking lot will be removed as part of this project. Paving material appeared to pitch away from the building assisting in drainage.

A new ten (10) story building will be constructed as part of this project. At the bottom of this new building there will be the entrance of the self-parking garage.

The parking space area door entrance will be a spring-less extruded aluminum, vertical mounted.

The operation of this door will be synchronized with the one story car elevator it will serve.

(H8.2) Vestibule doors and frames (material, type, lock):

Vestibule enclosure will be a metal and glass enclosure with double insulated glass doors.

(H8.3) Exterior stairs (material, location):

There are no exterior stairs in this project.

(H8.4) Railings (material, location):

There will be no railings on any exterior entrance other than railings for the accessible ramp and the lobby steps. These railings will be metal ornamental railings in bronze color.

For terrace railings refer to (H4)

(H8.5) Mail boxes (type, location):

The existing mail boxes located on the ground floor will be demolished and replaced with new USPS approved mailboxes. The new mail boxes will be located on the ground floor and will be accessible to all residents.

(H9) Lighting (type, location):

All existing interior and exterior lighting will be demolished and replaced by new.

(H9.1) Exterior lighting (private terraces)

All exterior lighting will be new exterior rated, 5-1/8”W x 9-1/8”H, LED Sconce. Basis of Design to be Bega 14 watts or equal.

(H9.2) Exterior lighting (ground floor)

All exterior lighting will be LED efficient lighting. Number and type to be determined.

(H9.3) Exterior lighting (entrance canopy)

Canopy lighting will be new exterior rated, trim-less 3” round recessed adjustable LED downlight. Basis of Design to be USAI 15watts or equal, and linear 14.96” L x 3.03” W x 2.24”H, LED fixture integrated into entry canopy. Basis of Design to be Lumen Truss remote dimmable power supply, 120/24 volts, 4 watts, or equal.

(H9.4) Interior lighting (residential units)

All residential units will be fitted with new interior rated, trim-less 3” round recessed adjustable LED downlight. Basis of Design to be USAI 15watts or equal.

(H9.5) Interior lighting (corridors)

All public corridors will be fitted with new interior rated 2” round fixed LED downlight. Basis of design is Techlighting Entra CL 2” LED fixed or equal.

(H9.6) Interior lighting (lobbies)

All public corridors will be fitted with new interior rated, trim-less 3” round recessed adjustable LED downlight. Basis of Design to be USAI 15watts or equal.

(H9.7) Interior lighting (amenities)

All amenity areas will be fitted with new interior rated, trim-less 3” round recessed adjustable LED downlight. Basis of Design to be USAI 15watts or equal, low profile linear LED cove lighting. Basis of Design to be Lumen Truss 2400PR or equal and recessed LED downlight with two 4.5” apertures and one shared housing. Basis of Design USAI Bevel LED 2.1 double trim-less or equal.

(H10) Roof and roof structures:

All terrace areas which are accessible through residential units will be limited common elements as per plans. All mechanical roofs will be general common elements.

(H10.1) Type of roofs for all areas:

Penthouse:

Terraces appear to be flat and they are covered with pavers leveled to a near flat surface. The existing roof structure will remain but all existing roofing, pavers and railings will be demolished and replace by new.

(H10.1a) Material:

IRMA SBS modified Bitumen Roofing, Siplast Paradiene 20 TG / Teranap Plaza Deck Waterproofing System.
A plaza deck waterproofing membrane assembly consisting of 2 plies of a prefabricated, reinforced, homogeneous grey or similar color Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane, applied over a prepared substrate.

(H10.1b) Insulation (size, type and insulating value if available):

High-Density Extruded Polystyrene: A continuous closed-cell, high-compression-strength polystyrene foam panel conforming to ASTM C 578, Type VII, equal to "Plazamate" by Dow Chemical, R-30 minimum.

(H10.1c) Surface finish:

Precast Pavers:
A. 2' x 2' concrete pavers by Hanover.

1. Thickness: 2" (2'x 2').
2. Colors and Finishes:
    a. IRMA roofs: light grey – (solar reflectance 0.2)
    b. Built up roofs: To be finished with modified bitumen white reflective finish.
3. Compressive Strength: 8500 psf
4. Absorption: <5%
5. Flexural Strength: 1100 psi
6. Concrete Pavers: Solid paving units complying with ASTM C 936 and resistant to freezing and thawing when tested according to ASTM C 67, made from normal weight aggregates.

(H10.1d) Bond or guarantee:

Penthouse terraces: We have been advised that this roofing system has a 25 year warranty for material and labor and it is manufactured by Siplast.

(H10.1e) Flashing materials including counter flashing:

All existing flashing materials will be removed and replaced with new.

New flashing materials to be:
Stainless Steel Flashing Materials

1. Stainless Steel Flashing: ASTM A167, Type 304, stainless steel, with 2D finish, dead soft temper, fully annealed, as manufactured by International Nickel Co., Republic Steel Corp., United States Steel, or Washington Steel Corp. Thickness of stainless steel shall be 26 ga.
2. Through wall flashing shall have sawtooth ribs at three (3) inch interval as manufactured by Keystone Flashing Co.
3. Accessories and Fastenings: AISI, Types 302 and 304 stainless steel.
4. Solder: Composed of sixty (60) percent block tin and forty (40) percent pig lead, except that solder at seams exposed to public view shall be eighty (80) percent tin and twenty (20) percent lead.
5. Flux: An acid type flux manufactured specifically for soldering stainless steel, as approved. B. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat.

There will be no antennae, cell phone tower, satellite dishes or lightning protection equipment on any part of the roof.

(H10.2) Drains:

All existing drains will be removed and replaced by new throughout the building.

The storm water will be drained from the roof and setbacks by means of 3” or 4” roof drains. Storm drains are located at the main roof and terraces. The bulkhead roof will have scuppers connected to a gutter that drains at lower portions of the building.

Secondary rood drains are 4" outlet diameter, Duco Cast Iron Body or equal, Flashing Clamp and Gravel Stop with Polyethylene Dome.

Location	Quantity
Roof	15
Level 16	9
Level 11	2

Roof Drainage back-up is via secondary (emergency overflow) drainage system as per 2014 NYC BC.

No drip pans or leak detection system is being provided for residential units below roofs. Since all terraces are LCE (limited common elements) the condominium shall be responsible for maintaining the drains and coordinating all repairs associated with damage to any residential apartment due to leaks.

For additional information refer to (J7)

(H10.2a) Location, material and type:

Sub-cellar:	Cast iron; floor drain Nickel bronze; adjustable tops cleanout
Cellar:	Cast iron; floor drain Nickel bronze; adjustable tops cleanout

Cast iron; funnel drain

2nd Floor: Composite metal; trench drain
Cast iron; floor drain

Roof: Galvanized cast iron; roof drain with overflow, under deck.

Stair A and
Stair B Bulkhead: In-wall scupper with leader

Bulkhead Roof: Cast iron; roof drain with overflow, under Deck.

All other finished areas: cast iron; floor drain.

(H10.2b) Gutters and leaders (type, material):

Bulkhead roofs will discharged storm water to and gutter drains connected to multiple leaders extended from the bulkhead roof to the PH roof level below and discharge at this level into storm drains which will discharge into a detention tank in the sub-cellar before discharging into the combined storm/sanitary 12" house sewer. The piping material will be cast iron.

(H10.3) Skylights (location, type, material):

There will be two new skylights providing light and ventilation to bedrooms located in apartment PH17A.

These skylights will be curb mounted solar powered "Fresh Air" skylights by Velux or similar.

They will be fitted with energy-conserving Low E glass insulated glass unit and PVC frame/sash.

These skylights shall provide mandatory light and ventilation for the bedrooms where they are located. The size of these skylights is 4'-3"x4'-3". They are installed over 12" height masonry curbs. There is a one (1) year warranty for deficient skylight parts.

(H10.4) Bulkheads:

All existing bulkheads will be demolished with the exception of the Landmarks protected bulkhead on the eastern side of the penthouse level. This bulkhead will be restored and be incorporated into the newly created penthouse residential units .

Above the penthouse level, there will be two stair bulkheads (stair A and Stair B) along with the elevator machine room bulkhead.

They will be cladded with zinc finished panels as per LPC approved documents.

(H10.4a) Stairs (material):

Both stair A and stair B will reach the roof level to provide two means of egress. Existing stairs will remain from ground floor to PH level. New

metal concrete filled pan stairs and stringers will be provided from ground floor to cellar as well as PH roof to bulkhead roof.

(H10.4b) Elevator (material):

The elevator machine room for the main passenger elevators (P1 and P2) will have the elevator machine room bulkhead at the roof level. The exterior cladding will be a quartz-zinc metal panel standing seam, typical to all bulkheads as per approved LPC documents.

(H10.5) Metal work at roof levels:

There will be dunnage steel framing above the PH level areas supporting mechanical equipment. The north side of the PH roof will have dunnage for the make-up air units and a roof top HVAC unit. The east side of the PH roof will have dunnage supporting the HVAC condenser units .

All dunnage steel is new and will be protected with a minimum of two coats of high performance protective enamel coating (rust-oleum).

(H10.5a) Exterior, metal stairs (material):

There are no exterior metal stairs on this project.

(H10.5b) Vertical ladders, including gooseneck (material):

There will be one (1) exterior service safety ladder to access a bulkhead over the EMR (elevator machine room) and one (1) to access the 2nd level of HVAC Condenser units in the East mechanical enclosure.

(H10.5c) Railings (material):

At the bulkhead roof level there will be 42” high painted protective pipe railing.
At the PH level there will be a 42” glass and aluminum channel railing system.

(H10.5d) Hatches to roof (type, material):

None.

(H10.6) Rooftop facilities (describe in detail):

None

(H11) Fire escapes:

None.

(H12) Yard and courts:

There will be an “open to the sky” interior courtyard at the cellar level connected with the building amenities on that level. This courtyard will have new drains connected with the new building drainage system. Refer to H10.2. Roofing and surface pavers will be new. All retaining walls are new concrete retaining walls.

This courtyard will be general common element.

There will be an “open to the sky” interior courtyard at the ground floor level connected with the building amenities on that level. This courtyard will have new drains connected

with the new building drainage system. Refer to H10.2. Roofing and surface pavers will be new. All retaining walls and parapets are new concrete retaining walls & parapets.

This courtyard will be general common element.

There will be “open to the sky” private terraces on the 2nd floor level connected with residential units TH2J and TH2H. These terraces will have new drains connected with the new building drainage system. Refer to H10.2. Roofing and surface pavers will be new. All parapets and railing are new.

These terraces will be limited common elements.

The existing “L” shaped rear yard will remain undisturbed from the 3rd floor up to the roof.

(H12.1) Paving (material):

The sidewalks are concrete and are in good condition.

The driveway has asphalt pavers that are in good condition.

(H12.2) Drainage (type and material):

There will be new drains and overflow drains at all courtyards and roofs. Refer to (J7) for additional information.

All area drains are piped to a new concrete holding tank located in the sub-cellar level.

Refer to (J7) for additional information

(H12.3) Railings (material):

None.

(H12.4) Stairs (material):

None.

(H12.5) Fencing (type and material):

The interior court garden is surrounded by a metal fencing comprising a metal chain hung between posts. There is a pair of metal gates between two posts at all four corners of the court garden. The fencing, chains and gates all appear to be in good condition.

These fences are scheduled to be demolished as part of the ongoing renovation.

All courtyards will have a 42” tall masonry parapet cladded with EFIS – Milano finish coat or equal and a custom formed aluminum coping.

(H12.6) Walls (type and material):

The walls along the interior court are terracotta backup walls with glazed brick cladding. These walls will be repaired as part of the ongoing façade restoration.

(H13) Interior stairs:

(H13.1) Number of stairs of each type:

There are two existing building egress stairs (ST-A and ST-B). The existing stair A extends from the cellar to the existing roof level. The existing stair B extends

from the ground floor to the roof level. They are 3'-8" width, metal pan concrete fill stairs and landings with metal railings.

These stairs and their shafts will be preserved and restored as part of the ongoing renovations. In addition, Stair A will be demolished in the cellar and rebuilt to provide a separation between the cellar egress and the egress from floors above.

The new exit doors for both cellar and all levels above will discharge at the ground floor level. Stair B will be extended to the cellar and run horizontally (enclosed in an exit passageway) to the northern side of the building and discharge up into stair B2 providing the second means of egress.

Both stairs will also be extended vertically from the existing roof (future PH level) up into the bulkhead roof.

There is also to egress stairs labeled ST-B3 and ST-B4 connecting sub-cellar to cellar level, ultimately discharging into exit passageway for ST-B into the service door on the northern side of the building on West End Avenue.

All existing stairs and railings will be repaired and repainted.

(H13.2) Stair Enclosure (construction and interior finishes):

Public stairs (STA & STB): painted plaster terracotta block wall, in good condition. Both stairs and shafts to be preserved and extended as described above.

Service stair ST-B2: new painted concrete block wall 2hr rated enclosure.

New stair enclosures will be 6" concrete block walls with white water based cover coat.

(H13.3) Stair construction (steel, concrete, wood):

Public stair: Existing stairs to remain are metal pan concrete fill treads and landings with painted metal handrails. Stairs and railings are in good condition. New stair extensions (in the cellar and PH level to bulkhead level) will be metal pan concrete fill treads, 3'-8" in width to match existing stair width. All levels will have painted metal handrail.

Service stair: New stair extensions (in the cellar up to ground floor and PH level to bulkhead level) will be metal pan concrete fill treads, 3'-8" in width to match existing stair width. All levels will have painted metal handrail.

(H13.4) Stringers (material):

Public stair: Existing to remain – painted metal, in good condition.

Service stair: New - painted metal.

(H13.5) Treads (material):

Public stair: Concrete fill, in good condition.

Service stair: Concrete fill.

(H13.6) Risers (material):

Public stair: metal, in good condition.

Service stair: painted metal, in good condition.

(H13.7) Guard rails (material):

None.

(H13.8) Balustrade (material):

None.

(H13.9) Interior unit stairs:

Every duplex unit will have an interior metal pan concrete filled interior stair connecting the duplex levels. These stairs will be finished with wood treads and risers and will have a metal railing.

None of these interior stairs are winder stairs.

(H14) Interior doors and frames:

All existing doors to be demolished and replaced with new.

(H14.1) Entrance Doors:

New painted wood veneer door (W) with HM frame, 1 3/4" thick, “B” Label 1.5hr Fireproof Self-closing (FPSC), fire rated, with stone saddles.

(H14.2) Interior Doors:

New painted solid core wood paneled door, 1¾” thick; Non rated.

(H14.3) Corridor doors and frames:

New painted hollow metal (HM), 1¾” thick, “B” Label 1.5hr Fireproof Self-closing (FPSC), fire rated.

(H14.4) Stair hall doors and frames:

New painted hollow metal (HM), 1¾” thick, Fireproof Self-closing (FPSC), fire rated.

(H14.5) Roof doors, basement doors and frames:

New painted hollow metal (HM), 1¾” thick, Fireproof Self-closing (FPSC), fire rated.

(H15) Elevators:

All existing elevators will be demolished and replaced with new as specified below.

There will be two (2) new public elevators (P1 &P2) within the enlarged original public elevator shaft which will access all levels other than the sub-cellar (cellar to PH level)

Manufacturer of these units is HM Elevators. Since the units are custom, no specific model can be provided.

There will be one (1) service elevator (S1) which will access all levels other than the sub-cellar (cellar to PH level)

Manufacturer of this unit is HM Elevators. Since the unit is custom, no specific model can be provided.

There will be one (1) service elevator (S2) on the north side of the building which will access sub-cellar to ground floor.

Manufacturer of this unit is Minnesota Elevators Inc. Since the unit is custom, no specific model can be provided.

There will be one (1) car elevator (VE-1) that will access 2nd floor to ground floor at the self-parking garage.

Manufacturer of this unit is Minnesota Elevators Inc. Since the unit is custom, no specific model can be provided.

Residential Elevator Landings:

The residential elevator landings will be re-designed to have new elevator door frames/surrounds, ventilation systems, electrical fixtures and furniture. Additionally, new flooring baseboards and finishes will be provided.

(H15.1) Number of passenger and service elevators:

There will be two (2) new passenger elevators. There are labeled P1 & P2.

There will be two (2) new service elevators. There are labeled S1 and S2.

There will be one (1) vehicular service elevator. It is labeled VE-1

(H15.2) Manufacturer, age of each and capacity (in pounds and number of passengers):

For manufacturer information refer to (H15).

P1 and P2:

Type:	Machine-room-less Passenger
Capacity (lbs.):	3000
Speed (fpm):	350
Travel in Feet:	161'-2 ¼"

S1:

Type:	Machine-room-less Passenger
Capacity (lbs.):	4000
Speed (fpm):	350
Travel in Feet:	161'-2 ¼"

S2:

Type:	Service/Passenger
Capacity (lbs.):	4000
Speed (fpm):	100
Travel in Feet:	20'-6"

VE-1:

Type:	Freight class B loading (automobile)
Capacity (lbs.):	10000
Speed (fpm):	80
Travel in Feet:	14-9"

(H15.3) Type of operation for each elevator by elevator number or location in building (for large numbers of elevators describe by class-passenger/freight):

P1 and P2:
Operation: Duplex selective collective

S1:
Operation: Simplex selective collective

S2:
Operation: Simplex selective collective

VE-1:
Operation: Single automatic push button

(H15.4) Automatic (type of controls):

P1 and P2:
Control : Variable voltage variable frequency
Fireman's Control: Phase I and II

S1:
Control : Variable voltage variable frequency
Fireman's Control: Phase I and II

S2:
Control : AC for hydraulics
Fireman's Control: Phase I and II

VE-1:
Control : AC for hydraulics
Fireman's Control: Phase I and II

(H15.5) Floors served:

P1 and P2:
Number of Landings: Seventeen (17) at
Floors served: C, G-12, 14-16 and PH

S1:
Number of Landings: Seventeen (17) at
Floors served: C, G-12, 14-16 and PH

S2:
Number of Landings: Three (3) at
Floors served: SC, C and G

VE-1:
Number of Landings: Two (2) at:
Floors served: G and 2

(H15.6) Type (hydraulic; gearless):

P1 and P2:
Machine Type: Gearless traction

S1:
Machine Type: Gearless traction

S2:

Machine Type: Hydraulic pump

VE-1:
Machine Type: Hydraulic pump

(H15.7) Doors (sliding, swinging, manual, automatic):

P1 and P2:
Door Operation: Single speed center opening
Number of Openings: Same as landings
Front Opening: All
Rear Opening: None
# of Push Button Risers: One (1)

S1:
Door Operation: Two speed side opening
Number of Openings: Same as landings
Front Opening: All
Rear Opening: None
# of Push Button Risers: One (1)

S2:
Door Operation: Two speed side opening
Number of Openings: Same as landings
Front Opening: All
Rear Opening: None
# of Push Button Risers: One (1)

VE-1:
Door Operation: Vertical Bi-Parting (power type)
Number of Openings: Same as landings
Front Opening: One (1) at 2 level
Rear Opening: One (1) at G level
# of Push Button Risers: Two (2) for rear opening

(H15.8) Location of machine rooms:

P1 and P2:
Machine Location: Within overhead space

S1:
Machine Location: Within overhead space

S2:
Pump Location: Adjacent to shaft on level SC.

VE-1:
Pump Location: Adjacent to shaft on level 2.

(H15.9) DC motor (manufacturer):

Not applicable for this project. Refer to H15.10

(H15.10) AC motor-generator set (manufacturer):

P1 and P2:
Power Supply: 480V – 3PH – 60HZ
Manufacturer: Kohler. Refer to (H12.2)

S1:
Power Supply: 460V – 3PH – 60HZ
Manufacturer: Kohler. Refer to (H12.2)

S2:
Power Supply: 460V – 3PH – 60HZ
Manufacturer: Kohler. Refer to (H12.2)

VE-1:
Power Supply: 460V – 3PH – 60Hz
Manufacturer: Kohler. Refer to (H12.2)

(H16) Elevator cabs:

(H16.1) Kind (manufacturer):

Elevator interiors will be custom.
Manufacturer to be Minnesota Elevator Inc.
All elevators are equipped with the code required phase 1 and phase 2 firefighter operation. All elevators have two-way communication means as well as an audible alarm bell that can be activated from inside the cab.

(H16.2) Floor (material):

P1 and P2:
(Refer to W1.3)

S1:
EPDM tiles

S2:
EPDM tiles

VE-1:
Flooring shall be 1/8" thick rubber with stainless steel studs floor.

(H16.3) Walls (material):

P1 and P2:
(Refer to W1.3)

S1:
Stainless steel panels

S2:
Stainless steel panels

VE-1:
Lower Wall Panels shall be 4'-0" high, 1/8" thick diamond tread aluminum wainscoting on all walls. Panels shall be mounted with countersunk stainless steel screws.
The wainscoting shall be demountable from within the car.
Upper Wall Panels shall be 16-gauge stainless steel applied to shell.
Oval vent slots shall be provided 4" above the floor.
Front Return Panels and Transom shall be stainless steel with No. 4 finish.
Cab Doors shall be stainless steel with No. 4 finish.

1) Handrails: Double row of 1/2" x 4" stainless steel bars at 12" and 32" above floor on side and rear walls. Mount rails to cabs at 12" on centers and arrange them

to be removable from within car. Suitably reinforce cab panel to provide for secure handrail mounting.

(H16.4) Ceiling (material):

P1 and P2:
(Refer to W1.3)

S1:
Stainless steel panels

S2:
Stainless steel panels

VE-1:
Canopy will be painted with a coat of primer and one (1) coat of enamel paint.

(H16.5) Lighting (describe):

P1 and P2:
(Refer to W1.3)

S1:
Manufacturer standard recess LED fixture

S2:
Manufacturer standard recess LED fixture

VE-1:
The cab will be provided with six (6) down lights with compact fluorescent lamps. The light fixture shall have aluminum alzak reflector.

(H16.6) Alarm, safety system:

P1 and P2:

Counterweight Safety:	Not Required
Guide Rails:	Steel tees
Buffers:	Oil

S1:

Counterweight Safety:	Not Required
Guide Rails:	Steel tees
Buffers:	Oil

S2:

Counterweight Safety:	Not applicable
Guide Rails:	Steel tees
Buffers:	Spring

VE-1:

Counterweight Safety:	Not applicable
Guide Rails:	Steel tees
Buffers:	Spring

I. **Auxiliary facilities:**

(I1) Laundry rooms:

(I1.1) Location and number of rooms:

There will be one (1) common near the elevator landing in the cellar floor.

(I1.2) Clothes washers, number and type (e.g., heavy duty, coin operated, electric, gas):

Four (4) new single washer units will be provided. No coin or card required to operate.
The common laundry room will also have a folding counter with sink and faucet.

(I1.3) Clothes dryers (number and type):

Two (2) new sets of stackable gas vented dryer units will be provided. No coin or card required to operate.

(I1.4) Room ventilation (method and final exhaust):

The common laundry room will be provided with mechanical exhaust as per code.

(I1.5) Dryer ventilation (method and final exhaust):

For the common laundry room refer to I1.3)
All residential units will have an electric condensing (vent-less) dryer. PH units will have a side-by-side or stackable washer and electric (vented) dryer.

(I2) Refuse disposal:

(I2.1) Incinerator(s) (number, location, capacity, type, manufacturer):

There are no incinerators as part of this project.

(I2.2) Compactor(s) (number, location, capacity, type, manufacturer):

There will be one (1) compactor located in the new trash room in the cellar.
The unit will be Chutes Enterprises model CE-350. Its maximum capacity is approximately 15 cubic yards per hour. Yds/cycle, 30 sec./cycle. 58, 905 pounds of force.
The unit dimensions are 73” High x 27” wide x 90” long and it is factory structurally/welded and assembled in three sections:

- The chassis holding the ram and the cylinder.
- The hopper, can be mounted in four different directions.
- The nozzle can be supplied in different configurations.
- Motor is an energy efficient TEFC 5 HP 3450 RPM 60Hz-208/230 3 phase, 5 wire NEMA Nom. Eff. 89.5 Std.

(I2.3) Trash Initial storage location and ultimate storage location:

Trash is collected daily by hand at the residential refuse rooms located at each residential level in the hallway and stored in:

- Cellar trash room.
- Cellar trash overflow located in the cellar before being taken to the street for NYC pick-up.

(I2.4) Pick-up schedule, and whether public or private provider:

Recycling is picked up on Tuesdays, Thursdays and Saturdays by the NYC Department of Sanitation for residents of the building.
Refuse is picked up Tuesdays, Thursdays and Saturdays by the NYC Department of Sanitation for residents of the building.

(I3) Package Room:

The new package room will be located on the ground floor and will be used to hold packages and dry cleaning. There will be wooden shelves and metal hanging rods to hold these items.

The floor will be porcelain tile. The walls will be painted plaster and will have a painted wood base and door trim. The ceiling will be painted gypsum panels. There will be recessed LED lighting and lockable access.

(I4) Residential resident storage room:

There will be two (2) large residential resident storage rooms fitted with 95 storage lockers located in the cellar and sub-cellar floors. Reference should be made to the Schedule A for approximate square footages. These rooms will be enclosed in 2hr fire rated partitions as per requirements of the 1968 NYCBC table 3-4. Access to these rooms will be through lockable 1.5hr rated metal doors.
This door will be fitted with an electronic locking and un-locking mechanism. Residents will be accessing this room with a fob access device.

(I5) Bike room storage:

There will be a bike storage area within the residential resident storage room located in the cellar. The area of the storage room is approximately 680 sqft. The room will be able to store approximately 67 bikes. Sixty-five (65) will be regular bike spaces and two (2) will be ADA compliant bike spaces.
The bike storage system will be Dero Ultra Space Saver Squared or similar and will be installed in a 2hr rated storage room, accessible through a 1.5hr FPSC door. This door will be fitted with an electronic locking and un-locking mechanism. Residents will be accessing this room with a fob access device.

J. **Plumbing and drainage:**

(J1) Water supply.

(J1.1) System:

The building is provided with two (2) ductile iron metered water mains: One (1) 4" for domestic water and one (1) 6" for Fire Protection purposes.

Potable water is supplied via New York City public water system.

These water mains and their shut-off valves are located in the water meter room located in the sub-cellar.

The domestic cold water system is provided with two (2) duplex variable speed booster system for the low zone and high zone to boost the water pressure in order to provide adequate water flow to all floors. Pumps take suction from a 4" metered water supply from West End Avenue city water main. Duplex Booster pump set is located at sub cellar level.

Domestic Water Booster pumps will be duplex FLEET/Vickery multistage pumps, MODEL 2VC-PMP-G-15-425-208, each rated for 150 GPM at 225' TDH
The condition for pumps is new with a 5-year warranty.

The domestic water and the fire services are fitted with NYC DEP approved back flow prevention devices.

Domestic hot water distribution is generated by boilers supplying heated water to three (3) domestic hot water heaters and two (2) electric, distributing to two (2) hot water zones. Natural gas fired domestic water heaters are located at the roof and electric storage tank-type water heaters are located in the sub-cellar. Hot water is recirculated throughout the building via circulating pumps. A digital temperature control system is provided to control the hot water temperature. Domestic hot water storage tanks are located at the sub-cellar.

Hot Water Heaters will be AERCO INN-1060-NGas-Fired Water Heaters and electric HWH are EHW-1/2.
Water heaters are 1060-N MBH Input, UL, cUL, ASME, (HLW) listed and approved, semi-instantaneous, natural gas fired (or electric), condensing, domestic water heater, 95% Certified Efficiency. Recovery Rate of 1224 GPH @ 100ºF Rise. Water heaters have a 10-year limited warranty.
Electric water heaters will be State EDT 802ORT. These are 12KW input, UL, CSA, AHRI listed and approved, 80-gallon electric storage tank type water heaters. They meet the standby loss requirements of the US Department of Energy and current edition of the ASHRAE/IES 90.1.
Recovery rate of 45 GPH @ 100 deg. F rise. Water heaters have a 6 year limited tank/1 year limited parts.

(J1.2) Piping (materials):

Domestic cold and hot water risers and hot water return piping distribution throughout the building will be copper piping with soldered fittings.

(J2) Fire protection system.

The Residential Units are sprinklered and the entire building is protected throughout with a new sprinkler and fire standpipe system in accordance with NFPA, the 2014 City of New York Building and Fire Codes.
Residential units have concealed heads in all areas with dropped ceilings and sidewall heads in all habitable rooms around the perimeter of the building where no ceilings are dropped.
Fire Pumps will be PEERLESS PUMP MODEL 4AEF12, 750 GPM @ 150 PSI.
Jockey Pump will be GRUNDFOS CR3-15, 14 GPM @ 155 PSI.
The condition for pumps is new with a 3-year warranty.

(J2.1) Standpipes (material, size, location);

The 6” standpipe and 3” drain risers are located within egress stair well. The riser has a floor control valve assemble and 2½” hose valves with cap and chain. Material of pipe is schedule 40 steel.

(J2.2) Hose racks, hoses and nozzles (location);

Residential Unit:
A central hose station and locked FDNY key box is located at the Ground Floor Residential Lobby.

(J2.3) Sprinkler heads (type system, location);

Entire building is served by wet Sprinkler System and a sprinkler trash chute riser.

The garage area (on the ground floor) is served by a dry sprinkler system.

(J2.4) Siamese connection (type, location).

The fire department connections are located along West End Avenue and West 95th Street which provides for the standpipe and sprinkler system.

(J3) Water storage tank(s) and enclosures.

There are no water storage tanks for domestic drinking water. However, there will be a storm drainage storage tank for the storm drainage system. Refer to (J7).

(J4) Water pressure and how maintained:

The water pressure for the domestic water system is maintained by two (2) duplex variable speed pumping system set to maintain a minimum of 35PSI at the most remote plumbing fixture in each zone.

(J5) Sanitary sewage system. :

(J5.1) Sewage piping (materials):

Cast iron hub-less piping.

(J5.2) Sewage disposal:

The sewer service from the building connect to the city sewer: One (1) 12" combined service. Service is fitted with a code required house trap. The sanitary sewage system is a gravity type that is connected to the city sewers.

(J6) Eject or sump pumps:

(J6.1) Sewage Ejector pumps:

There is one (1) set of duplex sewage ejector pumps for the base building provided to pump all plumbing fixtures and floor drains located below the street sewer. Pumps are duplex, submersible type, with 4" discharge pipes fitted with check and gate valves. The discharge pipe is connected on the street side of the combined sewer house trap with solder joint copper fittings.
Sanitary Sewage pumps will be duplex FLYGT MODEL NP3102-422A, 150 GPM @ 32' TDH.
The condition for pumps are new with a 5-year warranty.

(J6.1) Elevator Sump Pumps

Oil-minder type Elevator Sump Pumps rated at 3,000 gph per cabin will be provided at the bottom of each elevator shaft and discharge indirectly to the sanitary system.

(J7) Permit(s) required. List and include date(s) obtained:

General construction permit - 03/13/2023
Plumbing construction permit - 05/01/2023
Fire protection construction permit - 05/01/2023

(J7) Storm drainage system:

The storm water is drained from the roof and setbacks by means of 3” or 4” roof drains. These drains connect to 4” cast iron storm leaders running through the building along the exterior facade and will discharge into the storm water detention tank located in the sub-cellar prior to be discharged into the city sewer.
All roof drains will have a backup secondary overflow drain to minimize potential flooding.
All terraces are limited common elements privately used by the unit to which it is connected. Such terraces will be maintained by the unit owner except for structural repairs maintained by the board.
Storm Sump Pumps will be duplex FLYGT MODEL NP3085-462A, 177 GPM @ 27’ TDH, with 63% efficient motors.
The condition for pumps is new with a 5-year warranty.

(J7.1) Catch basins (location):

Refer to (C3.3)

(J7.2) Yard and roof drains (location):

There will be area drains in all exterior terraces. These drains will also connect to the storm drainage system utilizing 4” cast iron leaders that will also discharge into the storm-water detention tank located in the sub-cellar.
In all resident-accessible areas roof drains are concealed below a built-up paver walkway system.

K. **Heating:**

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:

(K1) Heating and Domestic Hot Water:

Existing heating and domestic hot water systems will be demolished.
All new units and amenity spaces under the offering and all common areas will be heated via new heating system.
Heating system will be an air-cooled heat-recovery variable-refrigerant flow air-handling units featured condensing units located at roof level and evaporator units located in apartment spaces. Units have 10-year parts only warranty as part of manufacturer certification for installation and startup.
Insulation for air distribution ducts shall be fiberglass type (Johns Manville or equivalent product) with installed thickness to achieve installed R-value of 6.0.

(K1.1) Capacities of the heating systems for the common areas and Residential Units are sized to maintain a minimum temperature of 70 degrees Fahrenheit at an outside air temperature of 5 degrees Fahrenheit or warmer.

(K2) Existing boiler plant (number and description):

Not applicable to this project. The existing boilers and all associated equipment, piping, etc. will be demolished and replaced with new.

(K3) Boilers:

There will be three (3) new hot water heaters, AERCO Inn1060 W/cap 1060MBhl, each having 2500 MBH of input capacity with thermal efficiency of 95%.

(K4) Type of controls:

(K4.1) Domestic hot water heating equipment shall utilize an automatic direct digital control (DDC) system that will stage the domestic hot water system to maintain the water temperature set point in the domestic hot water loop.

(K5) Radiators, piping, insulation, valves, pumps:

Not applicable to this project.

(K6) Fuel

The utility company (Consolidated Edison) will provide a metered firm gas service. Gas distribution pressures within the building shall not exceed ½ psig. The anticipated low-pressure service from the utility shall be provided with booster pumps as required by building equipment. All-natural gas piping shall be schedule 40, black steel provided with threaded joints up to 4 inches' diameter. Gas piping sizes larger than 4 inch shall be welded.

(K7) Location of oil tank, materials, enclosure:

Not applicable to this project.

(K8) Capacity of oil tank:

Not applicable to this project.

(K9) Accessory space heating:

Accessory Space Heating (Electric Floor Heating Mats): Basis of design manufacturer is Nuheat, with heating capacity of 12 Watts / square foot. Manufacturer product warranty for Standard Mat, Custom Mat, Cable, Membrane and Mesh is 25 years.

(K9.1) Self-parking parking space area:

An electric heating system will be provided to maintain minimum temperature above freezing with the parking space area door closed.

(K9.2) Utility room areas:

Electric unit heaters will be provided to maintain minimum temperature in utility rooms. Ventilation shall be provided via transfer air from adjacent cellar spaces.

L. **Gas supply:**

One (1) 4" gas service from West End Avenue will be installed.

(L1) Type:

Low-pressure natural gas service from the local utility (Consolidated Edison). Gas distribution pressures within the building shall not exceed ½ psig.

(L2) Meters:

Gas to HWHs is master metered by Con Edison. Gas for cooking to each individual residential unit are provided with individual gas sub-meters within each residential unit.

(L3) Piping:

The anticipated low-pressure service from the utility shall be provided with booster pumps as required by building equipment. All-natural gas piping shall be schedule 40, black steel

provided with threaded joints up to 4 inches' diameter. Gas piping sizes larger than 4 inch shall be welded.

M. **Air conditioning:**

(M1) Type of system:

The air conditioning system will consist of multiple air-cooled variable refrigerant volume (VRV) Heat Recovery systems located at roof level. The system will feature air-cooled condensing units assigned to serve multiple indoor evaporator units.
Units have 10-year parts only warranty as part of manufacturer certification for installation and startup. Exterior metals and fasteners are furnished with baked enamel finish for corrosion resistance. Units are specified to be installed on vibration isolation devices (spring and neoprene isolator mounts) to prevent equipment vibration and noise from reverberating in the residential units below. Insulation for A/C refrigerant piping is 1-1/2" thick.

Energy Efficiency ratings for air-conditioning systems are as follows:

- 6-ton: 14.9 EER
- 8-ton: 12.4 EER
- 10-ton: 12.7 EER
- 12-ton: 10.9 EER
- 14-ton: 11.6 EER
- 16-ton: 10.6 EER
- 18-ton: 10.9 EER

(M1.1) Residential AC Unit Description

Air cooled VRF condensing unit's basis of design is LG ARUM series, nominal capacity ranging between 8 to 16 tons each.
The following units will be provided with air-cooled variable-refrigerant flow (VRF) systems. Systems shall consist of one or multiple evaporator fan coil units serving residential unit spaces; these evaporators shall be connected via insulated refrigerant piping to remote condensing units located at roof level.
The heat pump system is designed to provide both heating and cooling. The heat recovery feature allows simultaneous heating and cooling of different zones within the residential unit, covered under the offer. The unit is sized to provide and meet the heating and cooling loads in accordance with energy code under following ambient and indoor conditions based on NY La Guardia WSO AP, NY, Climate Zone 4A.

	Design Ambient	Design Indoor Conditions
Summer	92.5°F DB; 73.9°F WB mean coincident 76.8°F WB (ASHRAE 0.4%)	75 +/- 2°F, 50 +/- 5% RH
Winter	5°F DB; 15 MPH Winds (NYCBC)	72 +/- 2°F
Heating Degree Days: 4493		

Indoor Design Conditions (Temperature, oF /Relative Humidity, %)	
Guest rooms:	
Summer	70°F/50%
Winter	70°F

Residential units:	
Summer	70°F/50%
Winter	75°F
Main Lobby:	
Summer	70°F/50%
Winter	70°F
Corridors:	
Summer	78°F/50%
Winter	70°F
Utility Rooms:	
Summer	Ventilation only
Winter	60°F
Elevator machine rooms:	
Summer	85°F
Winter	65°F
Storage areas:	
Summer	Ventilation only
Winter	62°F
Mechanical room areas:	
Summer	Ventilation only
Winter	60°F

The air conditioning unit data to include unit capacity, number of zone and system efficiency is tabulated under Appendix XYZ.
All energy consumed for air conditioning in residential units shall be sub-metered for billing by the utility and borne by the Condominium Association as an expense to the individual Condominium Unit Owner(s).

(M1.2) Ground Floor Amenities:

Ground floor amenity spaces will be provided with air-cooled variable-refrigerant flow (VRF) systems. Systems shall consist of evaporator fan coil units serving amenity spaces; these evaporators shall be connected via insulated refrigerant piping to remote condensing units located in a designated mechanical room.

(M1.3) Package Room:

The package room will be provided with a air-cooled variable-refrigerant flow (VRF) system. System shall consist of evaporator fan coil units serving the concierge office; these evaporators shall be connected via insulated refrigerant piping to a remote condensing unit located in a designated mechanical room.

(M1.4) Building Management Office (super's office):

The building management office will be provided with a air-cooled variable-refrigerant flow (VRF) system. System shall consist of evaporator fan coil units serving the building management office; these evaporators shall be connected via insulated refrigerant piping to a remote condensing unit located at roof level.

(M1.5) Fitness Center and adjacent sport areas:

The fitness areas will be provided with a air-cooled variable-refrigerant flow (VRF) system. System shall consist of evaporator fan coil units serving the spaces; these

evaporators shall be connected via insulated refrigerant piping to a remote condensing unit located at roof level.

(M1.6) Elevator Machine Room:

All new elevator machine rooms shall be air conditioned utilizing air-cooled split-system AC units. The AC units will be sized based on elevator equipment heat gain loads.

(M2) Central system:

Air-cooled VRF condensing units' basis of design is LG ARUM series, nominal capacity ranging between 8-16 tons each, units will be located as described in (M1).
Rooftop unit serving upper-floor residential units' basis of design is Energy Wall.
There will be ten (10) Make-up Air units, five (5) located at the roof mechanical bulkhead, one (1) located on the ground floor and four (4) located on the 2nd floor of the new ten (10) story building. Energy recovery ventilation units serving lower-floor residential units basis of design is Energy Wall.

(M2.1) Cellar building back of house Air Conditioning System:

The cellar back of house areas will be provided with a air-cooled variable-refrigerant flow (VRF) system. System shall consist of evaporator fan coil units serving the spaces; these evaporators shall be connected via insulated refrigerant piping to a remote condensing unit located in a designated mechanical room.

N. **Ventilation:**

(N1) Windows will provide each habitable residential space in each residential unit with operability meeting fresh air code requirements.
Residential units will be ventilated at a rate not to exceed 90 percent of the total unit mechanical exhaust airflow.
Toilet exhaust will be routed via branches serving bathrooms to vertical risers, which will terminate at the building exterior.
Noise emission rating for mechanical ventilation equipment located outdoors or in mechanical equipment rooms is not to exceed 75 dbA.

(N1.1) Residential unit kitchens:

(N1.1a) 2nd -7th Floors:

Studios, one-bedroom, and two-bedroom residential units will have kitchen exhaust equal to 150 cubic feet per minute (CFM) per kitchen.
Kitchens in one and two-bedroom residential units within 30 feet of an operable window will not require mechanical exhaust.
Kitchenette exhaust in residential units designated to receive mechanical ventilation will be routed via branch ductwork connected to local kitchenette range hoods to vertical risers which terminate at roof or ground level exhaust fans.
Kitchens in three-bedroom residential units will have kitchen exhaust equal to 300 CFM per kitchen.
Kitchen exhaust risers will be sized to incorporate 50% system diversity. Kitchen exhaust risers serving floors 2-7 will combine at the ground floor and be exhausted to the exterior.

(N1.1b) 8th-16th Floors

Studios and one-bedroom residential units will have kitchen exhaust equal to 150 cubic feet per minute (CFM) per kitchen.
Kitchens in two and three or greater-bedroom residential units will have kitchen exhaust equal to 300 CFM per kitchen.
Kitchen exhaust risers will be sized to incorporate 50% system diversity. Kitchen exhaust risers serving floors 8-16 will combine at roof level and be exhausted.

(N1.2) Residential unit bathrooms:

Toilet rooms will be exhausted at the following rates as prescribed NYC Mechanical Codes. All exhaust rates assume continuous exhausting:

(N1.2a) Residential unit toilets:

35 CFM per water closet.
35 CFM per powder room.
There will be some new bathrooms mechanically exhausted via a brick vent on the exterior façade.

(N1.2b) Public restrooms:

75 CFM per water closet or urinal.

(N1.3) Utility rooms:

Utility Rooms shall be kept at a slight negative pressure to prevent spread of any possible contaminated air to other areas of the building. Utility Rooms shall be provided with 6 air changes per hour (ACH) or as required by code.

(N1.4) Corridors:

Corridors shall be ventilated by a dedicated outside air rooftop air-handling unit located at roof bulkhead level.
Outside tempered air will be provided at a minimum of 0.25 CFM/sq. ft. in compliance with NYC Mechanical Codes.

(N1.5) Self-parking space area:

Self-parking space area will be ventilated at a minimum rate of 0.05 CFM/ft2, upon detection of carbon monoxide (CO2) the parking space area will have ventilation of 0.75 CFM/ft2.
Parking space area exhaust will be provided with a carbon monoxide (CO) monitoring system. The exhaust fan will be located above the parking space area at the "annex" 2nd floor mechanical room.
Occupied spaces adjacent to the parking space area will be positively pressurized to avoid infiltration of exhaust gases.

O. **Electrical system:**

Service from main service switchgear (amperes, voltage, phases, wire, protective equipment):

(O1) Main service and switchgear:

Electric service to the building will be provided by Con Edison, service characteristics is underground 120/208V, 3 phase, 4-wire. Service feeders will be terminated in a Service End Box (SEB) located in main electric room on the sub-cellar level. Concrete encased electrical service feeders will be offset at the ceiling of sub-cellar POE and terminated in the SEB.
The building will be provided with multiple direct utility meters. The C.T. (current transformer) cabinet with utility meter, service switches and main distribution equipment will be located on the sub-cellar floor in main electrical room.
Service switch ratings and loads served are as follows:

(O1.1) A 2,500 Amps service switch will be provided for switchboard serving house and common area loads.

(O1.2) A 2,500 Amps service switch will be provided for switchboard located on the roof level that serves large equipment on the roof & elevator loads.

(O1.3) A 2500 Amps & a 1600 Amps service switches will be provided to serve the residential service distribution switchboards located on every floor.

(O1.4) A 1600 Amps service switch will be provided for the switchboard serving parking system & EV chargers.

(O1.5) A 1200 Amps service switch fused at 1000 Amps with feeder tapped ahead of the mains will be provide for the fire pump. Utility direct meters will be provided to monitor power separately the following loads:

(O1.5a) House and common area loads.

(O1.5b) Parking

(O1.5c) Total condominium load.

Individual condominium residential unit will be sub metered.

(O2) Emergency service:

Emergency service will be provided by a Kohler – Model KG125 125kW, 120/208 Volt, 3 phase, 4 wire, natural gas standby emergency generator (or equal) to be located on the 16th floor generator room of the building in a sound attenuated enclosure, with remote load bank. Warranty from the manufacturer is Five (5) years from registered startup or three thousand (3000) hours (whichever occurs first).
The standby emergency generator will provide power for the following loads:

(O2.1) Emergency Loads:

Exit signs, egress lighting will be with battery packs.
Automatic Fire Detection, Fire Alarm System and ARC System.
Emergency Voice Communication System.

(O2.2) Emergency Standby Loads:

Four (4) Elevators, two (2) passenger elevators, two (2) Service elevators and elevators' car lighting. (Only one elevator will have emergency power at one time and manual transfer to other elevators).

(O3) Service distribution to individual residential unit:

Service switchboards fed from the service switches listed above will be provided to serve house and common area loads, large equipment & elevator loads, system & Condominium loads. Residential service distribution switchboard located in the main electric room on

cellar level floors will serve condominiums located on floors 2 through 9 and the other residential service distribution switchboard located on the 15th floor will serve condominiums located on floors 10 through 16.

(O4) Adequacy:

(O4.1) Service:

Typical condominium residential unit will have a 120/208V 3Ø panel, minimum amperage for the units is 100A, 208V, 3 phase. A range of 100A to 150A is provided in the project as required.
Each residential unit to have entry light and corridor lights wherever applicable, switched outlets in bedrooms and living room, smoke detectors and carbon monoxide detectors as per code.

(O4.3) Convenience outlets, appliance outlets:

Convenience outlets in each room, appliance circuits, kitchen equipment and general lighting will be provided as required by N.Y.C. Code. In addition, power will be provided for air conditioning units.

(O5) Electrical metering and distribution:

The electric service to the building will be directly metered, which includes building loads, self-parking space area loads, house loads, etc. Distribution will be metered directly by Con Edison with three (3) dedicated meters as follows:
One dedicated meter will be provided for house and common area loads.
One dedicated meter will be provided for parking.
One dedicated utility meter will be provided to monitor total condominium loads. However, all residential units will be sub-metered inclusive of HVAC used by each residential unit.
Distribution switchboards with sub-metering systems will be located in sub-cellar main electric room and roof.
Condominium unit distribution will be as follows:
Sub-cellar distribution switchboard will serve condominium units from floor 2 through 9, with feeders routed 'bottom-up'.
Switchboard on the roof level will serve condominium units from floor 10 through 16, with feeders routed 'top-down'.

(O5.1) Electrical power distribution system:

(O5.1a) Fire Pump:

Fire Pump Service Switch: rated at 1200 Amps, 120/208 Volt, three phase, 4 wire which will provide power for Fire and Jockey pumps. No other loads will be connected to this service switch. Feeder shall be 2 hour rated as required by code.

(O5.1b) House:

House Distribution board will be rated, 120/208 Volt, three phase, 4 wire, ampere rating to be determined. This panel will supply power to all house loads, such as boiler and domestic hot water equipment, elevators, pumps, sewer and sump pumps, ventilation fans, common areas lighting in corridors on floors of the building and staircases, cellar, sub-cellar, utility rooms, etc. Roof Distribution board will be 120/208 Volt, three phase, 4 wire, ampere rating to be determined. This panel will supply power to elevators & all house

and mechanical loads on roof of the building, such as exhaust fans, condensing units, lighting, receptacles, etc.

(O5.1c) Parking:

Parking Service Switch rated at 120/208 Volt, three phase, 4 wire, ampere rating to be determined. This service is dedicated for all loads associated with parking area including EV charging equipment. This switchboard will be sub metered.

(O5.2) Emergency power distribution system:

Emergency power will be supplied to 600 Amps Emergency Service Switchboard (ESSB) via main protection devices at the standby generator.
Emergency Service Switchboard (ESSB) will supply power to Elevators, exit signs, automatic fire detection, fire alarm System and ARC system, emergency voice communication system and selected house loads via Automatic
Transfer Switches (ATS).
Emergency distribution boards and ATS's will be located in separate 2-hour rated emergency distribution room in sub-cellar and on bulkhead roof.
Each load will be provided with a dedicated branch switch in ESSB.
Each ATS switch will be sized based on the code requirements and connected loads.

(O5.2a) Exit and Emergency Lighting Systems:

The common areas of the building will be provided with lighting fixtures to achieve code mandated foot-candles.
Selected lighting fixtures located in common areas of the building, such as in staircases, hallways and corridors, etc., will be designated as EM "emergency lighting" will be provided with battery packs or inverter system, to be based on the lighting consultant's design. All lighting fixtures in the
Staircases will be provided with battery packs and occupancy sensors to turn off 50% if the lighting in "unoccupied mode".
Exit signs will be provided for path of egress and exiting and located at every exit throughout the building, along corridors and hallways, etc. Exit signs will be provided with battery packs.

(O5.2b) Common Area Lighting Control System:

All lighting in common areas will be controlled by wall or ceiling mounted Occupancy/Vacancy sensors for automatic shutoff after 20 minutes when there is no activity detected, as required by ASHRAE 90.1-2013.

(O5.2c) Daylighting Control System:

Lighting within daylight zones will be controlled by automatic day-lighting controls (Daylight Sensors) in addition to occupancy sensors. Light fixtures will be dimmable and have separate control in Daylight areas, as determined by the code.

(O5.2d) Exterior lighting Control System:

Automatic shutoff with daylight via photo sensor and Astronomical time clock on time-of-day basis.

(O5.2e) Egress lighting Control System:

Lights shall be on 24/7 for safety purposes. No controls are required nor provided.

(O5.2f) Self-parking space area lighting Control System:

Automatic shutoff via motion sensors will be provided to shutoff lighting after 20 minutes when there are no activities detected.

P. **Intercommunication and/or door signal systems, security closed circuit TV: (P1) Cable TV:**

Cable TV is provided to the building from Verizon and Time Warner Cable from underground distribution.
Security cameras will be mounted over the exterior lobby entrance doors and in common areas, entry areas, and cellar back-of-house areas. The cameras will be monitored by the building security personnel.

(P2) Intercom:

There will be a door signal system / intercom that will connect the reception desk with the residential units via phone system. The system will be a Younity 2N Intercom system or equal.
There will be an IP based Entry Station touchscreen equipped with an Axis ONVIF compliant video camera and high resolution 10" touchscreen. There will be an In-Unit audio station within residential units. There will be a Front Desk Master station at the front desk.

(P3) Telephone:

Underground telephone service will be provided to the building and terminated on the sub-cellar floor of the building. Telephone service will be distributed from the cellar floor of the building to each residential unit, building management office, amenity areas as required.
Hardwired combination Carbon Monoxide/Smoke Detectors will be installed in each residential unit.
These will be installed in hallway corridors in proximity to bedrooms as per code regulations.

All installation for the labor is 1 (one) year warranty from project completion date.
Intercom- no additional warranty
Security- manufacturer warranties are for cameras 3 (three) years and for network video server 5 (five) years.

Q. **Public area lighting:**

All specified fixtures in public areas in will be UL or ETL listed and comply with all applicable codes. These fixtures will be fitted with code compliant controls and will be energy code compliant.

(Q1) Interior lighting:

(Q1.1) Interior lighting (residential units):

General illumination at the units will be provided by 4" in diameter, ultra-shallow recessed LED downlights. Kitchens will be fitted with linear LED task lights integrated into cabinetry above kitchen counters. Bathrooms, in addition to recessed downlights, will be fitted with medicine cabinets with integrated LED lighting. All fixtures will have CCT of 2700K and high CRI.

(Q1.2) Interior lighting (Corridors):

General illumination at public corridors will be provide by 4" in diameter, ultra-shallow recessed LED downlights. Elevator lobbies, in addition to recessed downlights, will be fitted with decorative sconces on the wall. These fixtures will be either integral LED or fitted with retrofit LED lamps as per final fixture selection.

(Q1.3) Interior lighting (lobbies and amenities):

A multilayered approach will be taken for illumination of the lobbies and amenities. The lighting layers will consist of direct lighting (recessed downlights), indirect lighting (architectural coves, linear fixtures integrated into millwork, in-grade uplights, and decorative pendants, sconces, floor, and table lamps. All fixtures will be either integral LED or fitted with retrofit LED lamps. CCT for all lighting fixtures should be 2700K or warmer (for decorative lights) with high CRI. Spaces will be controlled by a dimming system capable of actuating all preset scenes via remote control stations.

Lighting and receptacles in finished areas such as main lobby, residential corridors will be as indicated on the architectural drawings.
LED lighting fixtures will be specified for mechanical/electrical rooms and back-of-the-house building support areas.

(Q2) Outdoor Lighting:

(Q2.1) Exterior lighting (private terraces):

Private terraces will be fitted with LED step lights and decorative sconces to create pleasant outdoor spaces with sufficient light levels for the unit residents yet considerate of residents of the neighboring buildings. Color temperature will be 2700K with high CRI.

(Q2.2) Exterior lighting (ground floor):

Building secondary entrances, 1st floor Sunken Courtyard, 2nd floor Garden, will be fitted with decorative sconces for general illumination. These fixtures will be either integral LED or fitted with retrofit LED lamps as per final fixture selection. There will be low level garden lights and tree up-lights to highlight landscaping.

(Q2.3) Exterior lighting (entrance canopy):

Existing marquee to be restored and sockets to be fitted with new LED lamps. A new linear LED fixture to be placed into the existing cove. Color temperature for both will be 2700K and high CRI.

Existing sconces to be replaced with new ones. They will be either integral LED or fitted with retrofit LED lamps as per final fixture selection. CCT will be matching CCT of the marquee lights.

(Q3) Hallway and Stair Lighting:

Light fixtures stairs and egress corridors will be specified with emergency battery packs. Exit signs will be located throughout and will properly identify the exits.

R. **Garages and parking areas:**

There shall be fifteen (15) Parking Spaces (including one Handicap Parking Space) located in the Parking Space Area. The Parking Space Area shall be located on the ground floor of the Building, and shall comprise a single-level parking area with pavement striping to distinguish between the Parking Spaces. There will be nine (9) Parking Spaces at approximately 10x20feet

(200sqft) and six (6) at approximately 9x20feet (180sqft). The Parking Space Area shall be a General Common Element, and each Parking Space shall be licensed to Unit Owners for the exclusive use of such licensee.
Although the Parking Space Area is located on the ground floor, it shall be only accessible from the second floor via a vehicle lift located on West 95th Street. Residents will be able to access the Parking Space Area by utilizing a remote control to open the external entrance to the vehicle elevator on the second floor, which will activate the vehicular elevator and prompt an “in use” light signal. The same procedure applies when residents are exiting the Parking Space Area by opening the internal entrance to the vehicle elevator on the ground floor. Sponsor reserves the right to substitute the remote control and other operational features of the vehicle elevator for a different mechanism that provides equal or better service. The foregoing size restrictions are applicable the entire Parking Space Area, all Parking Spaces located therein, and the vehicle elevator.
The inclusion of a parking area is voluntary and not required by the Zoning Resolution.
These parking spaces are available to residents of the Building (on a first-come, first-serve basis) to the extent in accordance with the Zoning Resolution. Sponsor does not currently contemplate renting any of the off-street parking to non-residents or otherwise regulating the off-street parking.
All floor areas of the Parking Space Area will be new concrete with epoxy paint protective coating.
There will be approximately four (4) floor drains within the Parking Space Area connected with the building drainage system. Each Parking Space will be provided with an electrified point that will be compatible with wall mounted charging stations “Leviton Evr-Green 320 Level 2”; however, the charging stations themselves will not be installed nor supplied by Sponsor but rather any Parking Space Licensee who desires to use an electrical charging station will be obliged to purchase and install their own charging station equipment at their sole cost and expense (subject to any policies in effect by Managing Agent or the Condominium Board).The infrastructure is designed with capacity for 40A/2P CB in the source panel for each charging point. Future wall mount charging station to be in compliance with LL 130 of 2013 and section 406.7 of the NYC Building Code. The electrical infrastructure will have capacity to make 100% of the parking spaces suitable for electric vehicles. Each electrified point shall be individually sub-metered, and therefore the costs of any electricity associated with each Parking Space’s charging station shall be payable by the respective Parking Space Licensee in addition to the Parking Space’s monthly license fees and shall, together with the monthly license fees, constitute “additional Common Charges” under the terms of the Condominium Documents. Sponsor makes no representations or guarantees (i) with respect to the availability or pricing of a compatible charging station at any time or (ii) that any manufacturer’s warranties or any other warranties will accompany the compatible charging stations at the time of purchase or will otherwise be available at any time. The maximum vehicle height will be 6’-6” everywhere within the parking space area. The maximum length allowed for vehicles will be 17’-0”. The maximum width allowed for vehicles will be 6’-4”. The foregoing size restrictions are applicable the entire Parking Space Area, all Parking Spaces located therein, and the vehicle elevator.
There will be no warranty for charging stations.

While the Plans and Specifications for the Building correctly reflect that the Building will contain 15 Parking Spaces and 131 Residential Units, Purchasers are advised that a zoning sheet that was included with the Sponsor’s Buildings Department submission incorrectly reflects that the Building will contain 17 Parking Spaces and 132 Residential Units. This is an internal inconsistency reflective of a typographical error. The Offering Plan (including without limitation the Floor Plans set forth in Part II) are correct and are consistent with the Plans and Specifications. Sponsor shall amend the zoning sheet so that it is also consistent with the Plans

and Specifications, after which Sponsor shall submit an amendment to the Offering Plan to amend this report to reflect this.

S. **Swimming pool(s):**

There will be no swimming pools as part of this project.

T. **Tennis courts, playgrounds and recreation facilities:**

(T1) Tennis Courts:

There will be no tennis courts as part of this project.
However, a two story height multipurpose sport court will be provided as part of this project.
The court access will be at the cellar level and will be two story high.

(T2) Playgrounds:

None.

(T3) Other recreation facilities:

There will be recreation facilities on the ground and cellar floors as part of the ongoing renovation as described below.
As per Quality Housing – Indoor recreation per ZR 28-21 there will be 2,951 sqft deducted from floor area of the approximate total 3,679sqft.

(T3.1) New Fitness Center:

A New fitness center will be built as on the southeast side of the cellar level as part of the ongoing renovation.
Access to the fitness center will be from a corridor & double doors installed across the elevator landing at this level.
The fitness center will have an active fitness area with bikes, elliptical machines, weights and benches, free weights, dumbbells and treadmills. The space will also have a separate yoga/Pilates room.
New lighting, HVAC, electrical and plumbing systems will be installed as part of the ongoing renovation. The fitness center will also have drinking fountains, lockers, storage closets and a powder room.
Access to the multipurpose sport court and yoga/kids gym will be provided from the fitness center.
The flooring of the space will be a dense resilient 3/8" EPDM rubber wide roll system.
The approximate area of this space will be 2,947 sqft. The stated occupancy of this space is 25 occupants.

(T3.2) Yoga/Kids room:

There will be a yoga/stretching/kids room as part of the ongoing renovations.
This room will be fitted with wood flooring and yoga pads, painted walls and painted wood baseboards.
The approximate area of this space will be 352 sqft. The stated occupancy of this space is 4 occupants.

(T3.3) Music Room:

There will be an acoustically treated music room on the west side of the cellar level, accessible from the corridor, west of the elevator landing.

This room will be fitted with wood flooring, painted walls and painted wood baseboards.
The approximate area of this space will be 500 sqft. The stated occupancy of this space is 4 occupants.

(T3.4) Children Playroom:

There will be an acoustically treated children playroom on the north side of the cellar level, accessible from the corridor, north of the elevator landing.
The space will include furnishings, games and media and be accompanied by a bathroom and kitchenette as well as storage. This room will be fitted with wood flooring, painted walls and painted wood baseboards.
From this space, access to the maker's studio room will be provided.
The room will also have access to an outdoor patio on the northeast side of the cellar through double outswing glass and aluminum patio doors.
The approximate area of this space will be 785 sqft. The stated occupancy of this space is 12 occupants.

(T3.5) Maker's studio room:

There will be an art room on the north side of the cellar level, accessible from the corridor, north of the elevator landing.
The space will include furnishings, counter, upper and lower storage bins and a sink. This room will be fitted with wood flooring, painted walls and painted wood baseboards.
The approximate area of this space will be 350 sqft. The stated occupancy of this space is 8 occupants.

(T3.6) Multipurpose sport court:

Refer to (T1).

(T3.7) Sport simulator / game rooms:

There will be a game room for residents located on the ground floor. The room will be fitted with furniture and games.
The sport simulated room located on the ground floor, adjacent to the game room, will be fitted with a golf simulator system.
The approximate area of this space will be 384 sqft. The maximum occupancy of this space is 55 occupants.

(T3.8) Dining room:

There will be a dining room room located on the ground floor.
The room will have storage cabinetry, counter and sink. It will have access to outdoor space through a set of double patio doors.
It will also have a fully furnished kitchen with typical appliances and a sink.
The approximate area of this space will be 524 sqft. The maximum occupancy of this space is 40 occupants.

(T3.9) Co-working space:

There will be a co-working room fitted with a conference table, individual seating areas, it will have internet connectivity and will have access to a rest room shared with the dining.
The approximate area of this space will be 769 sqft. The maximum occupancy of this space is 45 occupants.

(T3.10) Pilates room:

There will be a Pilates room fitted with glass doors facing the fitness room. The approximate area of this space will be 258 sqft. The maximum stated occupancy of this space is 2 persons.

U. **Permits and certificates:**

Annual inspections required by New York City include, but may not be limited to,
Sprinkler hydrostatic/flow test, sprinkler device inspection, RPZ, FISP (LL10, LL11), ARCS, Cooling tower, Elevator Safety, Elevator Category I test, Elevator load test, Elevator door lock monitoring, Single plunger brake, Boiler Safety, Fire alarm, Fire Pump test, Fire extinguisher, Central station monitoring, Fire Department Paints/Lacq/Varn/Sell, Short term rental registration (LL18), Standpipe and sprinkler painting (LL54), Bed bugs (LL 69), Energy and retro-commissioning (LL87), Carbon Emissions (LL97), DOB/OATH violations (LL110), Stove knob covers (LL117), Parking garage inspections (LL126), Smoking policy (LL147), Gas safety (LL152), Building violations (LL153), Smoke Carbon/Monoxide detectors, window guards, Fire rated doors (NFPA 80), etc.

V. **Violations:**

The New York City Department of Buildings (DOB) BIS web site records for this property indicates there are open violations. Sponsor will cure all open violations as part of the renovation.
For additional information, refer to (B4.4)

W. **Interior work:**

(W1) Finish materials and details:

(W1.1) Residential units:

Residential unit designations and room designations are based on drawings prepared, filed and approved by the NYC Department of Building.
Each Unit is measured horizontally from the exterior side of the exterior walls 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 or to the exterior side of the opposite exterior walls; provided, however, that all columns, mechanical pipes, shafts, shaft-ways, chases, chase-ways and conduits are not deducted from measurement of each Unit. Each Unit is measured vertically from the top of the floor (located under the finished flooring and subflooring materials) to the underside of the ceiling. Any and all measurements are approximations within reasonable tolerances.
The outdoor floor areas of the Terraces appurtenant to a Unit were not included in the Unit's indoor floor area. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit. The approximate square foot area of any Terrace has been measured horizontally on each of one or more floors from the exterior Unit walls to: (a) the exterior side of the outside terrace and (b) where a Terrace is adjacent to another Terrace, the inside face of demising walls separating such Terrace from the adjacent Terrace.
There will be 131 residential units located on 2nd through 15th floors and penthouse level.

While the Plans and Specifications for the Building correctly reflect that the Building will contain 15 Parking Spaces and 131 Residential Units, Purchasers are advised that a zoning sheet that was included with the Sponsor's Buildings Department

submission incorrectly reflects that the Building will contain 17 Parking Spaces and 132 Residential Units. This is an internal inconsistency reflective of a typographical error. The Offering Plan (including without limitation the Floor Plans set forth in Part II) are correct and are consistent with the Plans and Specifications. Sponsor shall amend the zoning sheet so that it is also consistent with the Plans and Specifications, after which Sponsor shall submit an amendment to the Offering Plan to amend this report to reflect this.

Exclusive of dropped ceiling areas at kitchens, bathrooms, halls, soffits, mechanical equipment including ducts and plumbing elements, and structural offsets and boxed-out structural beams, ceiling heights in units located in the building are the following: All residential units will have maximum 8'-0" ceiling height in corridors, bathrooms and kitchen/kitchenette areas and maximum 9'-0" ceiling height in living rooms, dining rooms. Bedrooms will have maximum ceiling heights ranging between 8'-0" and 9'-0". Certain Units and areas within Units including, but not limited to, foyers, interior hallways, kitchens, bathrooms, powder rooms, closets and other areas will have ceiling heights less than this to accommodate facilities located above the ceiling or to otherwise respond to field conditions.
Residential Unit Flooring will be engineered white oak flooring with variable board lengths in custom color stain. It will be installed as a glued down installation over Regupol acoustic underlayment (or approved equivalent).
Interior walls to be painted sheetrock, with custom shaped, painted applied wood baseboards.
Interior doors will be swing/pocket doors +/- 1 ¾" thick solid MDF core with painted finish.
All interior swing / pocket door hardware will have passage or privacy depending on room. All bathrooms and bedrooms will have a privacy set. Polished nickel finish for all components.
Door Hardware at entry swing door hardware will be solid brass entrance lever set, w/ mortise lockset and escutcheon. Polished chrome finish for all components.
Hinges for all doors to be polished chrome finish.
All kitchens, bathrooms and hallways will have recessed downlights.
Kitchens will consist of wood veneer MDF cabinet drawers/doors with a custom profile and glass insets in certain areas. Countertop will be stone. Backsplash to be stone.
Plumbing fixtures and appliance are as listed on schedules below. Glass baffles to be provided in all kitchenettes.
Bathroom walls will be a combination of stone and wall covering or painted gypsum board.
Bathroom floors will be stone tile. Vanity will consist of wood veneer cabinetry and stone vanity top. Tub will be under-mount installed tub.
Secondary bathroom walls will be a combination of stone and painted gypsum board. Vanity will be wood veneer drawer and cabinetry with custom shaped profile. Vanity top will be stone.
Powder Room walls will be a combination of stone and painted gypsum wall. Vanity will consist of a carved stone sink with integral sink basin, overflow and polished nickel metal base with a wood veneer drawer between the metal legs of the vanity.
All plumbing fixtures will be as per schedules below. Sink faucet will be deck mounted and toilet will be wall mounted.
Residential Unit foyers will have engineered wood flooring with typical custom base profile.

RESIDENTIAL UNIT FINISH SCHEDULES:

GENERAL RESIDENTIAL UNIT FINISH SCHEDULES			
TAG	**MATERIAL**	**LOCATION**	**DESCRIPTION**
PAINTED (PT)			
PT-01	Painted surface	General ceiling	Painted flat finish
PT-02	Painted surface	General walls	Painted flat finish
PT-03	Painted surface	Residential baseboard	Painted satin finish
PT-04	Painted surface	Residential doors	Painted satin finish

WOOD FLOORING (WF)			
WF-01	Engineered Wood Flooring	Residential unit floor	Engineered white oak flooring. Grading: Nature/Dimensions: 9/16”x5 ½”x5/8” Treatment: Live Pure lacquer Appearance: Golden – Color Transparent Warranty: Wood flooring – 25 years (material only) Underlayment: 25 years (material only)

KITCHEN FINISH SCHEDULE			
TAG	**MATERIAL**	**LOCATION**	**DESCRIPTION**
GLASS (GL)			
GL-01	Glass	Upper cabinet	1/2" fluted glass with reflective bronze
WOOD (WD)			
WD-02	Wood Veneer	Kitchen cabinet	Veneer-faced plywood
STONE (ST)			
ST-01A	Stone Slab	Kitchen counter	Natural stone, honed finish
ST-01B	Stone Slab	Kitchen backsplash	Natural stone, honed finish

PRIMARY BATHROOM FINISH SCHEDULE			
TAG	**MATERIAL**	**LOCATION**	**DESCRIPTION**
GLASS (GL)			
GL-02	Acid Etched Glass	Upper cabinet	Tempered glass
GL-03	Glass	Toilet door	Tempered glass
GL-04	Mirror	Bathrooms	
PAINTED (PT)			
PT-01	Painted surface	General ceilings	Painted flat finish
PT-02	Painted surface	General walls	Painted flat finish
STONE (ST)			
ST-02A	Stone Slab	Primary Bathroom door saddle, Frame wall and Frame around shower/toilet doors, shower curb, bottom	Natural stone, honed finish

		niche, Vanity counter top	
ST-02B	Stone Tile	Primary Bathroom Wall and floor border	Stone tile
ST-02C	Stone Mosaic Tile	Primary Bathroom floor inlay	Mosaic, honed finish
WALL COVERING (WC)			
WC-01	Wall Covering	Primary Bathroom walls	Wall paper is not included as standard delivery
WOOD (WD)			
WD-01	Wood Veneer	Primary bath vanity cabinet	Veneer faced plywood, Satin finish

SECONDARY BATHROOM FINISH SCHEDULE			
TAG	**MATERIAL**	**LOCATION**	**DESCRIPTION**
GLASS (GL)			
GL-04	Mirror	Bathrooms	1/4" low-iron glass mirror, clear glass, flat edges, polished
PAINTED (PT)			
PT-01	Painted surface	General ceilings	Painted flat finish
PT-02	Painted surface	General walls	Painted flat finish
STONE (ST)			
ST-03A	Stone Slab	Secondary Bathroom door saddle, shower curb, Vanity counter top, tub deck, and wainscoting top rail	Natural stone, honed finish
ST-03B	Stone Tile	Secondary Bathroom Wall and floor border	Stone tile, honed finish
ST-03C	Stone Mosaic Tile	Secondary Bathroom floor inlay	Mosaic, honed finish
WOOD (WD)			
WD-01A	Wood Veneer	Secondary bath vanity cabinet	Veneer faced plywood, Satin finish
WD-01B	Solid Wood	Secondary bath vanities	Stained solid white oak, finished to match WD-01A

POWDER ROOM FINISH SCHEDULE			
TAG	**MATERIAL**	**LOCATION**	**DESCRIPTION**
GLASS (GL)			
GL-04	Mirror	Bathrooms	1/4" low-iron glass mirror, clear glass, flat edges polished
PAINTED (PT)			
PT-01	Painted surface	General ceilings	Painted flat finish
PT-02	Painted surface	General walls	Painted flat finish
PT-05	Painted surface	Powder room upper part of the wall	Painted flat finish
STONE (ST)			
ST-03D	Carved stone	Powder room carved stone vanity	Natural stone, honed finish

ST-04A	Stone Slab	Powder room Wall and floor door saddle	Natural Stone, honed finish
ST-04B	Stone Tile	Powder room wainscoting top rail	Stone tile, honed finish

LAUNDRY ROOM FINISH SCHEDULE			
TAG	**MATERIAL**	**LOCATION**	**DESCRIPTION**
TILES (TL)			
TL-01	Porcelain Tile	Laundry room flooring & baseboard	Grey Naturale Cemento Tile
SPECIAL FINISH (SF)			
CR-01	Corian Residential	Laundry room counters	DuPont Corian – Glacier White
SF-03	Melamine Residential	Laundry room cabinetry	Formica, Matte Finish

RESIDENTIAL UNITS: PLUMBING FIXTURE SCHEDULES

PRIMARY BATHROOM – PLUMBING SET #1				
TAG	**ITEM**	**MANUFACT.**	**DESCRIPTION**	**FINISH**
PF-01	Toilet - Wall Mounted	Toto	1.28 GPF & 0.9 GPF	White
PF-02	Deck Mounted Faucet	Waterworks	Lavatory Faucet with Lever Handles	Polished Chrome
PF-03	Under mount Sink	Kohler	Under mount bathroom sink	White
PF-04	Sink Drain	Waterworks	Universal Push Touch Lavatory Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-trap with long tubing outlet, 1-1/4" x 1-1/4"	Polished Chrome
PF-06	Ceiling Mounted Showerhead	Waterworks	Shower Head in Chrome, 1.75gpm	Polished Chrome
PF-09	Pressure Balance Control	Waterworks	Pressure Balance Control Valve Trim with Lever Handle	Polished Chrome
	Rough-In Valve for PF-09	Waterworks	Pressure Balance Valve	N/A
PF-10	Two Way Diverter	Waterworks	Two Way Diverter Valve Trim for Pressure Balance with Lever Handle	Polished Chrome
	Rough-In VALVE for PF-10	Waterworks	Two Way Diverter Valve for Pressure Balance Shower Systems	N/A
PF-11	Handshower	Waterworks	Handshower on bar	Polished Chrome
PF-12	Shower Drain	Infinity Drain	5" x 5" Tile Drain, Pro-Series Center Drain - Tile Insert	Polished Chrome
PF-13	Tub Spout	Waterworks	Wall mounted tub spout	Polished Chrome
PF-32	Tub Volume Control Valve Trim	Waterworks	Lever Volume Control valve	Polished Chrome
	Rough-In Valve for PF-32	Waterworks	Counter-Clockwise Open Volume Control Valve	N/A

	Rough-In Valve for PF-32	Waterworks	Clockwise Open Volume Control Valve	N/A
PF-14	Bathtub Overflow	Kohler	Clearflo slotted overflow brass bath drain	Polished Chrome
PF-15	Undermount Tub	Kohler	Classic 72" x 36" Drop-in Bathtub with Center Drain	White

PRIMARY BATHROOM – PLUMBING SET #2				
TAG	**ITEM**	**MANUFACT.**	**DESCRIPTION**	**FINISH**
PF-01	Toilet - Wall Mounted	Toto	1.28 GPF & 0.9 GPF	White
PF-02	Deck Mounted Faucet	Waterworks	Lavatory Faucet with Lever Handles	Polished Chrome
PF-03	Undermount Sink	Kohler	Undermount bathroom sink	White
PF-04	Sink Drain	Waterworks	Universal Push Touch Lavatory Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-trap with long tubing outlet, 1-1/4" x 1-1/4"	Polished Chrome
PF-06	Ceiling Mounted Showerhead	Waterworks	Shower Head in Chrome, 1.75gpm	Polished Chrome
PF-09	Pressure Balance Control	Waterworks	Pressure Balance Control Valve Trim with Lever Handle	Polished Chrome
	Rough-In Valve for PF-09	Waterworks	Pressure Balance Valve	N/A
PF-10	Two Way Diverter	Waterworks	Two Way Diverter Valve Trim for Pressure Balance with Lever Handle	Polished Chrome
	Rough-In VALVE for PF-10	Waterworks	Two Way Diverter Valve for Pressure Balance Shower Systems	N/A
PF-11	Handshower	Waterworks	Handshower on bar	Polished Chrome
PF-12	Shower Drain	Infinity Drain	5" x 5" Tile Drain, Pro-Series Center Drain - Tile Insert	Polished Chrome
PF-13	Tub Spout	Waterworks	Wall mounted tub spout	Polished Chrome
PF-32	Tub Volume Control Valve Trim	Waterworks	Lever Volume Control valve	Polished Chrome
	Rough-In Valve for PF-32	Waterworks	Counter-Clockwise Open Volume Control Valve	N/A
	Rough-In Valve for PF-32	Waterworks	Clockwise Open Volume Control Valve	N/A
PF-14	Bathtub Overflow	Hydro Systems	overflow brass bath drain	Polished Chrome
PF-18	Undermount Tub	Hydro Systems	66" X 36" drop-in bath	White

PRIMARY BATHROOM – PLUMBING SET #3				
TAG	**ITEM**	**MANUFACT.**	**DESCRIPTION**	**FINISH**
PF-01	Toilet - Wall Mounted	Toto	1.28 GPF & 0.9 GPF	White
PF-02	Deck Mounted Faucet	Waterworks	Lavatory Faucet with Lever Handles	Polished Chrome
PF-03	Undermount	Kohler	Undermount bathroom sink	White

	Sink			
PF-04	Sink Drain	Waterworks	Universal Push Touch Lavatory Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-trap with long tubing outlet, 1-1/4" x 1-1/4"	Polished Chrome
PF-06	Ceiling Mounted Showerhead	Waterworks	Shower Head in Chrome, 1.75gpm	Polished Chrome
PF-09	Pressure Balance Control	Waterworks	Pressure Balance Control Valve Trim with Lever Handle	Polished Chrome
	Rough-In Valve for PF-09	Waterworks	Pressure Balance Valve	N/A
PF-10	Two Way Diverter	Waterworks	Two Way Diverter Valve Trim for Pressure Balance with Lever Handle	Polished Chrome
	Rough-In VALVE for PF-10	Waterworks	Two Way Diverter Valve for Pressure Balance Shower Systems	N/A
PF-11	Handshower	Waterworks	Handshower on bar	Polished Chrome
PF-12	Shower Drain	Infinity Drain	5" x 5" Tile Drain, Pro-Series Center Drain - Tile Insert	Polished Chrome
PF-13	Tub Spout	Waterworks	Wall mounted tub spout	Polished Chrome
PF-32	Tub Volume Control Valve Trim	Waterworks	Lever Volume Control valve	Polished Chrome
	Rough-In Valve for PF-32	Waterworks	Counter-Clockwise Open Volume Control Valve	N/A
	Rough-In Valve for PF-32	Waterworks	Clockwise Open Volume Control Valve	N/A
PF-14	Bathtub Overflow	Hydro Systems	overflow brass bath drain	Polished Chrome
PF-46	Undermount Tub	Hydro Systems	60" X 36" drop-in bath	White

PRIMARY BATHROOM – PLUMBING SET #4				
TAG	**ITEM**	**MANUFACT.**	**DESCRIPTION**	**FINISH**
PF-01	Toilet - Wall Mounted	Toto	1.28 GPF & 0.9 GPF	White
PF-02	Deck Mounted Faucet	Waterworks	Lavatory Faucet with Lever Handles	Polished Chrome
PF-03	Undermount Sink	Kohler	Undermount bathroom sink	White
PF-04	Sink Drain	Waterworks	Universal Push Touch Lavatory Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-trap with long tubing outlet, 1-1/4" x 1-1/4"	Polished Chrome
PF-06	Ceiling Mounted Showerhead	Waterworks	Shower Head in Chrome, 1.75gpm	Polished Chrome
PF-09	Pressure Balance Control	Waterworks	Pressure Balance Control Valve Trim with Lever Handle	Polished Chrome
	Rough-In Valve for PF-09	Waterworks	Pressure Balance Valve	N/A
PF-10	Two Way Diverter	Waterworks	Two Way Diverter Valve Trim for Pressure Balance with Lever Handle	Polished Chrome

	Rough-In VALVE for PF-10	Waterworks	Two Way Diverter Valve for Pressure Balance Shower Systems	N/A
PF-11	Handshower	Waterworks	Handshower on bar	Polished Chrome
PF-12	Shower Drain	Infinity Drain	5" x 5" Tile Drain, Pro-Series Center Drain - Tile Insert	Polished Chrome

PRIMARY BATHROOM – PLUMBING SET #5				
TAG	**ITEM**	**MANUFACT.**	**DESCRIPTION**	**FINISH**
PF-01	Toilet - Wall Mounted	Toto	1.28 GPF & 0.9 GPF	White
PF-02	Deck Mounted Faucet	Waterworks	Lavatory Faucet with Lever Handles	Polished Chrome
PF-03	Undermount Sink	Kohler	Undermount bathroom sink	White
PF-04	Sink Drain	Waterworks	Universal Push Touch Lavatory Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-trap with long tubing outlet, 1-1/4" x 1-1/4"	Polished Chrome
PF-20	Showerhead	Waterworks	5” Showerhead with Adjustable spray with 8” wall mounted 45 degree shower arm	Polished Chrome
PF-09	Pressure Balance Control	Waterworks	Pressure Balance Control Valve Trim with Lever Handle	Polished Chrome
	Rough-In Valve for PF-09	Waterworks	Pressure Balance Valve	N/A
PF-21	Three Way Diverter	Waterworks	Three Way Diverter Valve Trim for Pressure Balance with Lever Handle	Polished Chrome
	Rough-In VALVE for PF-21	Waterworks	Two Way Diverter Valve for Pressure Balance Shower Systems	N/A
PF-11	Handshower	Waterworks	Handshower on bar	Polished Chrome
PF-13	Tub Spout	Waterworks	Wall mounted tub spout	Polished Chrome
PF-24	Undermount Bathtub	Hydro Systems	Drop-in bath	White
PF-14	Bathtub Overflow	Hydro Systems	overflow brass bath drain	Polished Chrome

PRIMARY BATHROOM – PLUMBING SET #6				
TAG	**ITEM**	**MANUFACT.**	**DESCRIPTION**	**FINISH**
PF-01	Toilet - Wall Mounted	Toto	1.28 GPF & 0.9 GPF	White
PF-02	Deck Mounted Faucet	Waterworks	Lavatory Faucet with Lever Handles	Polished Chrome
PF-03	Undermount Sink	Kohler	Undermount bathroom sink	White
PF-04	Sink Drain	Waterworks	Universal Push Touch Lavatory Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-trap with long tubing outlet, 1-1/4" x 1-1/4"	Polished Chrome

PF-20	Showerhead	Waterworks	5” Showerhead with Adjustable spray with 8” wall mounted 45 degree shower arm	Polished Chrome
PF-09	Pressure Balance Control	Waterworks	Pressure Balance Control Valve Trim with Lever Handle	Polished Chrome
	Rough-In Valve for PF-09	Waterworks	Pressure Balance Valve	N/A
PF-21	Three Way Diverter	Waterworks	Three Way Diverter Valve Trim for Pressure Balance with Lever Handle	Polished Chrome
	Rough-In VALVE for PF-21	Waterworks	Two Way Diverter Valve for Pressure Balance Shower Systems	N/A
PF-11	Handshower	Waterworks	Handshower on bar	Polished Chrome
PF-13	Tub Spout	Waterworks	Wall mounted tub spout	Polished Chrome
PF-24	Undermount Bathtub	Hydro Systems	Drop-in bath	White
PF-14	Bathtub Overflow	Hydro Systems	overflow brass bath drain	Polished Chrome

SECONDARY BATHROOM – PLUMBING SET #1				
TAG	**ITEM**	**MANUF.**	**DESCRIPTION**	**FINISH**
PF-08	Toilet - Wall Mounted	Duravit	Rimless, washdown model, Durafix included, cUPC® listed*, WaterSense® listed	White
PF-35	Toilet Carrier	Geberit	Duofix in wall system w/omega concealed tank 1.6/0.8GPF	N/A
PF-44	Toilet Wall-Mounted Actuator Cover Plate	Geberit	Cover plate for use with remote flush buttons with Sigma and Omega in-walls systems	Polished Chrome
PF-41	Dual Flush Remote Button Actuator	Geberit	Remote flush button for omega 2x6 in walls systems	Polished Chrome
PF-16	Deck Mounted Faucet	Waterworks	Transit Low Profile Three Hole Deck Mounted Lavatory Faucet with Metal Lever Handles in Chrome, 1.2gpm	Polished Chrome
PF-03	Undermount Sink	Kohler	Verticyl® Rectangle Undermount bathroom sink	White
PF-04	Sink Drain	Waterworks	Universal USA Push-Touch Lavatory Drain with Tailpiece with Waterworks Logo	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-Trap with long tubing outlet, 1- ¼” x 1- ¼”	Polished Chrome
PF-19	Pressure Balance Control Valve	Waterworks	Transit Volume Control Valve Trim with Metal Lever Handle	Polished Chrome
	Rough-In Valve for PF-19	Waterworks	Pressure Balance Valve with Integrated Diverter for Tub/Shower Combination	-
	Diverter Trim	Waterworks	Universal two-way diverter trim for pressure balance with modern dots	Polished Chrome
PF-22	Handshower	Waterworks	Hand shower On Bar with Metal Handle	Polished Chrome
PF-23	Wall Mounted Tub Spout	Waterworks	Highgate Wall Mounted Tub Spout	Polished Chrome
PF-24	Undermount Bathtub	Hydro Systems	Drop-in bath	White
PF-25	Shower Head	Waterworks	Transit 5" Showerhead w/ Adjustable Spray w/ 6" Wall Mounted 45 Degree Shower Arm	Polished Chrome

PF-14	Bathtub Overflow	Hydro Systems	overflow brass bath drain	Polished Chrome

SECONDARY BATHROOM – PLUMBING SET #2				
TAG	**ITEM**	**MANUF.**	**DESCRIPTION**	**FINISH**
PF-08	Toilet - Wall Mounted	Duravit	Rimless	White
PF-35	Toilet Carrier	Geberit	Duofix in wall system w/omega concealed tank 1.6/0.8GPF	N/A
PF-44	Toilet Wall-Mounted Actuator Cover Plate	Geberit	Cover plate for use with remote flush buttons with Sigma and Omega in-walls systems	Polished Chrome
PF-41	Dual Flush Remote Button Actuator	Geberit	Remote flush button for omega 2x6 in walls systems	Polished Chrome
PF-16	Deck Mounted Faucet	Waterworks	Deck Mounted Lavatory Faucet with Metal Lever Handles	Polished Chrome
PF-03	Undermount Sink	Kohler	Undermount bathroom sink	White
PF-04	Sink Drain	Waterworks	Universal USA Push-Touch Lavatory Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-Trap with long tubing outlet, 1- ¼" x 1- ¼"	Polished Chrome
PF-26	Pressure Balance Control Valve	Waterworks	Transit Pressure Balance with Diverter Trim with Metal Lever Handle	Polished Chrome
PF-22	Hand Shower	Waterworks	Hand Shower On Bar with Metal Handle	Polished Chrome
PF-25	Shower Head	Waterworks	Transit 5" Showerhead w/ Adjustable Spray w/ 6" Wall Mounted 45 Degree Shower Arm	Polished Chrome
PF-12	Shower Drain	Infinity Drain	5" x 5" Tile Drain, Pro-Series Center Drain - Tile Insert	Polished Chrome

SECONDARY BATHROOM – PLUMBING SET #3				
TAG	**ITEM**	**MANUF.**	**DESCRIPTION**	**FINISH**
PF-08	Toilet - Wall Mounted	Duravit	Rimless	White
PF-35	Toilet Carrier	Geberit	Duofix in wall system w/omega concealed tank 1.6/0.8GPF	N/A
PF-44	Toilet Wall-Mounted Actuator Cover Plate	Geberit	Cover plate for use with remote flush buttons with Sigma and Omega in-walls systems	Polished Chrome
PF-16	Deck Mounted Faucet	Waterworks	Deck Mounted Lavatory Faucet with Metal Lever Handles	Polished Chrome
PF-03	Undermount Sink	Kohler	Undermount bathroom sink	White

PF-04	Sink Drain	Waterworks	Universal USA Push-Touch Lavatory Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-Trap with long tubing outlet, 1- ¼" x 1- ¼"	Polished Chrome
PF-19	Pressure Balance Control Valve	Waterworks	Transit Volume Control Valve Trim with Metal Lever Handle	Polished Chrome
	Rough-In Valve for PF-19	Waterworks	Pressure Balance Valve with Integrated Diverter for Tub/Shower Combination	-
	Diverter Trim	Waterworks	Universal two-way diverter trim for pressure balance with modern dots	Polished Chrome
PF-25	Shower Head	Waterworks	Transit 5" Showerhead w/ Adjustable Spray w/ 6" Wall Mounted 45 Degree Shower Arm	Polished Chrome
PF-23	Wall Mounted Tub Spout	Waterworks	Highgate Wall Mounted Tub Spout	Polished Chrome
PF-24	Undermount Bathtub	Hydro Systems	Drop-in bath	White
PF-14	Bathtub Overflow	Hydro Systems	overflow brass bath drain	Polished Chrome

SECONDARY BATHROOM – PLUMBING SET #4				
TAG	**ITEM**	**MANUF.**	**DESCRIPTION**	**FINISH**
PF-08	Toilet - Wall Mounted	Duravit	Rimless	White
PF-35	Toilet Carrier	Geberit	Duofix in wall system w/omega concealed tank 1.6/0.8GPF	N/A
PF-44	Toilet Wall-Mounted Actuator Cover Plate	Geberit	Cover plate for use with remote flush buttons with Sigma and Omega in-walls systems	Polished Chrome
PF-16	Deck Mounted Faucet	Waterworks	Deck Mounted Lavatory Faucet with Metal Lever Handles	Polished Chrome
PF-03	Undermount Sink	Kohler	Undermount bathroom sink	White
PF-04	Sink Drain	Waterworks	Universal USA Push-Touch Lavatory Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-Trap with long tubing outlet, 1- ¼" x 1- ¼"	Polished Chrome
PF-26	Pressure Balance Control Valve	Waterworks	Transit Pressure Balance with Diverter Trim with Metal Lever Handle	Polished Chrome
PF-25	Shower Head	Waterworks	Transit 5" Showerhead w/ Adjustable Spray w/ 6" Wall Mounted 45 Degree Shower Arm	Polished Chrome
PF-40	Linear Shower Drain	Waterworks	Site sizable tile insert drain	Polished Chrome
PF-12	Shower Drain	Infinity Drain	5" x 5" Tile Drain, Pro-Series Center Drain - Tile Insert	Polished Chrome

SECONDARY BATHROOM – PLUMBING SET #5				
TAG	**ITEM**	**MANUF.**	**DESCRIPTION**	**FINISH**
PF-08	Toilet - Wall Mounted	Duravit	Rimless	White

PF-35	Toilet Carrier	Geberit	Duofix in wall system w/omega concealed tank 1.6/0.8GPF	N/A
PF-44	Toilet Wall-Mounted Actuator Cover Plate	Geberit	Cover plate for use with remote flush buttons with Sigma and Omega in-walls systems	Polished Chrome
PF-16	Deck Mounted Faucet	Waterworks	Deck Mounted Lavatory Faucet with Metal Lever Handles	Polished Chrome
PF-03	Undermount Sink	Kohler	Undermount bathroom sink	White
PF-04	Sink Drain	Waterworks	Universal USA Push-Touch Lavatory Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-Trap with long tubing outlet, 1- ¼" x 1- ¼"	Polished Chrome
PF-26	Pressure Balance Control Valve	Waterworks	Transit Pressure Balance with Diverter Trim with Metal Lever Handle	Polished Chrome
PF-25	Shower Head	Waterworks	Transit 5" Showerhead w/ Adjustable Spray w/ 6" Wall Mounted 45 Degree Shower Arm	Polished Chrome
PF-12	Shower Drain	Infinity Drain	5" x 5" Tile Drain, Pro-Series Center Drain - Tile Insert	Polished Chrome

SECONDARY BATHROOM – PLUMBING SET #6				
TAG	**ITEM**	**MANUF.**	**DESCRIPTION**	**FINISH**
PF-08	Toilet - Wall Mounted	Duravit	Rimless	White
PF-35	Toilet Carrier	Geberit	Duofix in wall system w/omega concealed tank 1.6/0.8GPF	N/A
PF-44	Toilet Wall-Mounted Actuator Cover Plate	Geberit	Cover plate for use with remote flush buttons with Sigma and Omega in-walls systems	Polished Chrome
PF-16	Deck Mounted Faucet	Waterworks	Deck Mounted Lavatory Faucet with Metal Lever Handles	Polished Chrome
PF-03	Undermount Sink	Kohler	Undermount bathroom sink	White
PF-04	Sink Drain	Waterworks	Universal USA Push-Touch Lavatory Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-Trap with long tubing outlet, 1- ¼" x 1- ¼"	Polished Chrome
PF-26	Pressure Balance Control Valve	Waterworks	Transit Pressure Balance with Diverter Trim with Metal Lever Handle	Polished Chrome
PF-25	Shower Head	Waterworks	Transit 5" Showerhead w/ Adjustable Spray w/ 6" Wall Mounted 45 Degree Shower Arm	Polished Chrome
PF-12	Shower Drain	Infinity Drain	5" x 5" Tile Drain, Pro-Series Center Drain - Tile Insert	Polished Chrome

POWDER ROOM – PLUMBING SET #1				
TAG	**ITEM**	**MANUF.**	**DESCRIPTION**	**FINISH**

PF-08	Toilet - Wall Mounted	Duravit	Rimless	White
PF-35	Toilet Carrier	Geberit	Duofix in wall system w/omega concealed tank 1.6/0.8GPF	N/A
PF-31	Deck Mounted Faucet	Waterworks	Lavatory Faucet with Guilloche Link Lever Handles	Polished Chrome
PF-17	Sink Drain	Waterworks	Universal Fixed Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-Trap with long tubing outlet, 1- ¼" x 1- ¼"	Polished Chrome
PF-28	Sink Shutoff Valves	Waterworks	Universal Angel supply kits	Polished Chrome

POWDER ROOM – PLUMBING SET #2				
TAG	**ITEM**	**MANUF.**	**DESCRIPTION**	**FINISH**
PF-08	Toilet - Wall Mounted	Duravit	Rimless	White
PF-35	Toilet Carrier	Geberit	Duofix in wall system w/omega concealed tank 1.6/0.8GPF	N/A
PF-31	Deck Mounted Faucet	Waterworks	Lavatory Faucet with Guilloche Link Lever Handles	Polished Chrome
PF-17	Sink Drain	Waterworks	Universal Fixed Drain	Polished Chrome
PF-05	P-Trap	Kohler	Adjustable P-Trap with long tubing outlet, 1- ¼" x 1- ¼"	Polished Chrome
PF-28	Sink Shutoff Valves	Waterworks	Universal Angel supply kits	Polished Chrome
PF-26	Pressure Balance Control Valve	Waterworks	Transit Pressure Balance with Diverter Trim with Metal Lever Handle	Polished Chrome
PF-25	Shower Head	Waterworks	Transit 5" Showerhead w/ Adjustable Spray w/ 6" Wall Mounted 45 Degree Shower Arm	Polished Chrome
PF-12	Shower Drain	Infinity Drain	5" x 5" Tile Drain, Pro-Series Center Drain - Tile Insert	Polished Chrome

KITCHEN – PLUMBING SET #1				
TAG	**ITEM**	**MANUF.**	**DESCRIPTION**	**FINISH**
PF-29	Kitchen Faucet	Waterworks	Integrated Pull Spray Kitchen Faucet with Two-Piece Straight Lever Handle	Polished Chrome
PF-30	Garbage Disposal	Insinkerator	Evolution	---
PF-34	Undermount Sink 32"	Kraus	Undermount Steel Single Bowl Kitchen Sink	Stainless Steel
PF-45	Undermount Sink 32" (off-center)	Kraus	Undermount Steel Single Bowl Kitchen Sink	Stainless Steel
PF-36	Undermount Sink 27"	Kraus	Undermount Steel Single Bowl Kitchen Sink	Stainless Steel
PF-37	Undermount Sink 30"	Kraus	Undermount Steel Single Bowl Kitchen Sink	Stainless Steel

LAUNDRY ROOM – PLUMBING SET #1				
TAG	**ITEM**	**MANUF.**	**DESCRIPTION**	**FINISH**
PF-38	Undermount sink 17”	Kraus	Undermount Steel Single Bowl Kitchen Sink	Stainless Steel
PF-39	Faucet	Hansgrophe	HighArc Kitchen Faucet, 2 spray pull down 1.75 GP	Polished Chrome

LAUNDRY ROOM – PLUMBING SET #2				
TAG	**ITEM**	**MANUF.**	**DESCRIPTION**	**FINISH**
PF-33	Undermount sink 14”	Kraus	Undermount Steel Single Bowl Kitchen Sink	Stainless Steel
PF-39	Faucet	Hansgrophe	HighArc Kitchen Faucet, 2 spray pull down 1.75 GP	Polished Chrome

KITCHEN APPLIANCE LIST

ITEM	MANUFACTURER	DESCRITPION	FINISH
Fridge/ Freezer	SUB-ZERO	Refrigerator/Freezer with Icemaker and Internal Dispenser - Panel Ready, different sizes	Custom Panel
Fridge/ Freezer	MIELE	22" Perfect Cool Fridge-Freezer	Custom Panel
Fridge Column	SUBZERO	30"Design column refrigerator w/internal dispenser, panel ready	Custom Panel
Freezer Column	SUBZERO	18" Freezer designer column freezer w/ice maker, panel ready	Custom Panel
Wine Fridge	SUB-ZERO	Designer Undercounter Wine Storage - Panel Ready, different sizes	Custom Panel
Wine Fridge	U-LINE	18" Wine Refrigerator - Panel Ready	Custom Panel
Range	WOLF	Dual Fuel Range, different sizes	Stainless Steel
Cooktop	WOLF	24" Transitional Framed Gas Cooktop	Stainless Steel
Oven	WOLF	24" E Series Transitional built-in single oven	Stainless Steel
Speed Oven	WOLF	24" E series transitional speed oven	Stainless Steel
Steam Oven	WOLF	24” E series transitional convection steam oven plumbed	Stainless Steel
Ventilation Hood	FABER	Insert Hood, different sizes	Stainless Steel
Ventilation Hood	XO	45” Insert Hood	Stainless Steel
Dishwasher	COVE	24" Dishwasher - Panel Ready	Custom Panel
Dishwasher	MIELE	18" Fully Integrated Dishwasher - Panel Ready	Custom Panel
Garbage Disposal	INKSINKERATOR	Evolution Cover Control Plus - Quiet Series	N/A
Washer	MIELE	W1 front-leading washing machine	White
Dryer	MIELE	T1 heat pump dryer	White
Washer	LG	5.0 cu ft Mega Capacity Smart Wi-Fi Enabled Front Load WasherWM4200HWA	White
Dryer	LG	7.4 cu ft Ultra Large Capacity Smart Wi-Fi Enabled Front Load Electric DryerDLEX4200W (vented)	White
Dryer	Whirlpool	Large capacity dryer (non-vented)	White
Washer	Whirlpool	Large capacity washer (matching dryer)	White

Washer/Dryer Combo	LG	Single Unit Front Load LG w/ Center Control™4.5 cu. ft. Washer and 7.4 cu. ft. Electric ft. Electric Dryer	White
Fireplace	DAVINCI	Single sided 60"x20" Linear gas fire place, 120W	-
Beverage Center	SUBZERO	24" Designer Undercounter Beverage Center - Panel Ready Custom panel	Custom Panel
Ice Maker	SUBZERO	15" Ice Maker with Pump - Panel Ready Custom panel	Custom Panel

RESIDENTIAL KITCHEN APPLIANCE

1 BEDROOM				
UNIT:	**Type 2**	**Type 4**	**Type 5**	**Type 6**
Sink	22" Sink	19" Sink	22" Sink	22" Sink
Garbage Disposal	Insinkerator	Insinkerator	Insinkerator	Insinkerator
Fridge/ Freezer	30" Fridge/Freezer	30" Fridge/Freezer	30" Fridge/Freezer	30" Fridge/Freezer
Wine Fridge	15" Undercounter Wine Fridge	15" Undercounter Wine Fridge	15" Undercounter Wine Fridge	24" Undercounter Wine Fridge
Range	30" Range	---	---	30" Range
Cooktop	---	24" Cooktop	24" Cooktop	---
Hood	30" Built-in Hood	24" Built-in Hood	24" Built-in Hood	30" Built-in Hood
Oven	---	24" Oven	24" Oven	
Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven
Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher
Trash	Trash below Sink	Trash below Sink	Trash below Sink	Trash below Sink
Washer	Washer (stacking kit)	Washer (stacking kit)	Washer (stacking kit)	Washer (stacking kit)
Dryer	Dryer Heat-Pump	Dryer Heat-Pump	Dryer Heat-Pump	Dryer Heat-Pump

1 BEDROOM				
UNIT:	**Type 7**	**Type 9**	**Type 10A**	**Type 10B**
Sink	22" Sink	22" Sink	22" Sink	22" Sink
Garbage Disposal	Insinkerator	Insinkerator	Insinkerator	Insinkerator
Fridge/ Freezer	30" Fridge/Freezer	30" Fridge/Freezer	30" Fridge/Freezer	30" Fridge/Freezer
Wine Fridge	15" Undercounter Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge
Range	---	30" Range	30" Range	30" Range
Cooktop	24" Cooktop	---	---	---
Hood	24" Built-in Hood	30" Built-in Hood	30" Built-in Hood	30" Built-in Hood
Oven	24” Oven	---	---	---
Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven
Dishwasher	18" Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher
Trash	Trash below Sink	Trash below Sink	Trash below Sink	Trash below Sink
Washer	Washer (stacking kit)	Washer (stacking kit)	Washer (stacking kit)	Washer (stacking kit)
Dryer	Dryer Heat-Pump	Dryer Heat-Pump	Dryer Heat-Pump	Dryer Heat-Pump

1 BEDROOM		
UNIT	**Type 24**	**Type 28**
Sink	22" Sink	19" Sink
Garbage Disposal	Insinkerator	Insinkerator
Fridge/ Freezer	30" Fridge/Freezer	22" Fridge/Freezer
Wine Fridge	15" Undercounter Wine Fridge	15" Undercounter Wine Fridge
Range	---	---
Cooktop	24" Cooktop	24" Cooktop
Hood	24" Built-in Hood	24" Built-in Hood
Oven	24" Oven	24" Oven
Speed Oven	24" Speed Oven	24" Speed Oven
Dishwasher	24" Dishwasher	18" Dishwasher
Trash	Trash below Sink	Trash below Sink
Washer	Washer (stacking kit)	Washer (stacking kit)
Dryer	Dryer Heat-Pump	Dryer Heat-Pump

2 BEDROOMS				
UNIT:	**Type 3**	**Type 11**	**Type 12**	**Type 13**
Sink	22" Sink	27" Sink	22" Sink	27" Sink
Garbage Disposal	Insinkerator	Insinkerator	Insinkerator	Insinkerator
Fridge/ Freezer	30" Fridge/Freezer	30" Fridge/Freezer	30" Fridge/Freezer	30" Fridge/Freezer
Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge
Range	30" Range	30" Range	30" Range	30" Range
Hood	30" Built-in Hood	30" Built-in Hood	30" Built-in Hood	30" Built-in Hood
Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven
Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher
Trash	18" Pull-Out Trash	18" Pull-Out Trash	18" Pull-Out Trash	18" Pull-Out Trash
Washer	Washer	Washer	Washer	Washer
Dryer	Dryer Heat-Pump	Dryer Heat-Pump	Dryer Heat-Pump	Dryer Heat-Pump

2 BEDROOMS			
UNIT:	**Type 25**	**Type 32**	**Type 33**
Sink	22" Sink	22" Sink	22" Sink
Garbage Disposal	Insinkerator	Insinkerator	Insinkerator
Fridge/ Freezer	30" Fridge/Freezer	30" Fridge/Freezer	30" Fridge/Freezer
Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge
Range	30" Range	30" Range	30" Range
Hood	30" Built-in Hood	30" Built-in Hood	30" Built-in Hood
Speed Oven	---	24" Speed Oven	24" Speed Oven
Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher

Trash	18" Pull-Out Trash	18" Pull-Out Trash	18" Pull-Out Trash
Washer	Washer	Washer (stacking kit)	Washer
Dryer	Dryer Heat-Pump	Dryer Heat-Pump	Dryer Heat-Pump

3 BEDROOMS				
UNIT:	**Type 1**	**Type 8**	**Type 14A/B**	**Type 15**
Sink	27" Sink	22" Sink	27" Sink	22" Sink
Garbage Disposal	Insinkerator	Insinkerator	Insinkerator	Insinkerator
Fridge/ Freezer	30" Fridge/Freezer	30" Fridge/Freezer	36" Fridge/Freezer	36" Fridge/Freezer
Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge
Range	30" Range	30" Range	36" Range	36" Range
Hood	30" Built-in Hood	30" Built-in Hood	36" Built-in Hood	36" Built-in Hood
Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven
Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher
Trash	18" Pull-Out Trash	18" Pull-Out Trash	18" Pull-Out Trash	18" Pull-Out Trash
Washer	Washer	Washer	Washer	Washer
Dryer	Dryer Heat-Pump	Dryer Heat-Pump	Dryer Heat-Pump	Dryer Heat-Pump

3 BEDROOMS			
UNIT:	**Duplex- Unit Type 29**	**Duplex- Unit Type 30**	**Type 34**
Sink	30" Sink	30" Sink	27" Sink
Garbage Disposal	Insinkerator	Insinkerator	Insinkerator
Fridge/ Freezer	36" Fridge/Freezer	36" Fridge/Freezer	36" Fridge/Freezer
Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge	24" Undercounter Wine Fridge
Range	36" Range	36" Range	36" Range
Hood	36" Built-in Hood	36" Built-in Hood	36" Built-in Hood
Speed Oven	24" Speed Oven	24" Speed Oven	---
Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher
Trash	18" Pull-Out Trash	18" Pull-Out Trash	18" Pull-Out Trash
Steam Oven	24" Steam Oven	24" Steam Oven	---
Washer	---	---	Washer
Dryer	---	---	Dryer (Heat-Pump)

4 BEDROOMS				
UNIT:	**Type 16A/B**	**Type 17**	**Type 18**	**PH – Unit Type 19**
Sink	30" Sink	27" Sink	27" Sink	22" Sink
Garbage Disposal	Insinkerator	Insinkerator	Insinkerator	Insinkerator
Fridge/ Freezer	30" fridge/ 18" freezer column	30" fridge/ 18" freezer column	30" fridge/ 18" freezer column	30" fridge/ 18" freezer column

Wine Fridge	24" Wine Fridge column	24" Wine Fridge column	24" Wine Fridge column	24" Wine Fridge column
Range	36" Range	36" Range	36" Range	36” Range
Hood	36" Built-in Hood	36" Built-in Hood	36" Built-in Hood	36" Built-in Hood
Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven
Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher
Trash	18" Pull-Out Trash	18" Pull-Out Trash	18" Pull-Out Trash	18" Pull-Out Trash
Steam Oven	24” Steam Oven	24” Steam Oven	24” Steam Oven	24” Steam Oven
Washer	Washer	Washer	Washer	N/A
Dryer	Dryer (Heat-Pump)	Dryer (Heat-Pump)	Dryer (Heat-Pump)	N/A
Washer / Dryer	---	---	---	Stacked Washer/Dryer (vented)
Fireplace	---	---	---	Liner gas fireplace
Wet Bar Fridge	---	---	---	24” Beverage Center

4 BEDROOMS				
UNIT:	**PH - Unit Type 21**	**PH - Unit Type 23**	**Duplex - Unit Type 26**	**Duplex - Unit Type 27**
Sink	27" Sink	27" Sink	27" Sink	27" Sink
Garbage Disposal	Insinkerator	Insinkerator	Insinkerator	Insinkerator
Fridge/ Freezer	30" fridge/ 18" freezer column	30" fridge/ 18" freezer column	30" fridge/ 18" freezer column	30" fridge/ 18" freezer column
Wine Fridge	24" Wine Fridge column	24" Undercounter Wine Fridge column	24" Undercounter Wine Fridge column	24" Undercounter Wine Fridge column
Range	36" Range	48" Range	36" Range	36” Range
Hood	36" Built-in Hood	48" Built-in Hood	36" Built-in Hood	36" Built-in Hood
Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven	24" Speed Oven
Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher	24" Dishwasher
Trash	18" Pull-Out Trash	18" Pull-Out Trash	18" Pull-Out Trash	18" Pull-Out Trash
Steam Oven	24” Steam Oven	24” Steam Oven	24” Steam Oven	24” Steam Oven
Washer	Washer	-	-	-
Dryer	Dryer (vented)	-	-	-
Washer / Dryer	-	Stalked Washer/Dryer (vented)	-	-
Fireplace	Linear gas fireplace	Linear gas fireplace		
Wet Bar Fridge	24” Beverage center	-		
Ice Maker	15” ice maker	-		

5 BEDROOMS		
UNIT:	**PH - Unit Type 20**	**PH - Unit Type 22**
Sink	27" Sink	27" Sink
Garbage Disposal	Insinkerator	Insinkerator
Fridge/ Freezer	30" fridge/ 18" freezer column	30" fridge/ 18" freezer column
Wine Fridge	24" Wine Fridge Column	24" Wine Fridge Column

Range	48" Range	48" Range
Hood	48" Built-in Hood	48" Built-in Hood
Speed Oven	24" Speed Oven	24" Speed Oven
Steam Oven	24" Steam Oven	24" Steam Oven
Dishwasher	24" Dishwasher	24" Dishwasher
Trash	18" Pull-Out Trash	18" Pull-Out Trash
Washer	Washer	-
Dryer	Dryer (vented)	-
Washer / Dryer	-	Stalked Washer/Dryer (vented)
Fireplace	Linear gas fireplace	Linear gas fireplace

(W1.2) Common areas:

HALLWAY			
TAG	**MATERIAL**	**LOCATION**	**DESCRIPTION**
PAINTED (PT)			
PT-01	Painted surface	General ceilings hallway	Flat Finish
PT-07	Painted surface	General ceilings and baseboard	Satin Finish
WALL COVERING (WC)			
WC-01	Wall Covering	Hallway wall	Wall Paper
CARPET (CP)			
CP-01	Carpet	Hallway floor	100% Nylon Carpet

(W1.3) Laundry appliances:

The Description of Property and Improvements set forth in Part II of the Plan provides that Units 2C, 3C, 4C, 5C, 6C, 7C, 4J, 5J, 6J, 7J, 8J, 9J, 10J, 8G, 9G, 10G, 11G, 14G, 15G, 4L, 5L, 6L, 7L, 3F, 4F, 5F, 6F, 7F, 8D, 9D, 10D, 3K, PH16B, and PH16E (each, a "Subject Unit") shall each contain a stacked washing machine and dryer of various models (some Bosch vent-less and some LG vented), which do not qualify for ADA compliance ("Stacked Washer/Dryer"). In compliance with Law, Sponsor hereby offers to a Purchaser of a Subject Unit who has a legally recognized disability (each, a "Qualifying Purchaser"), at the Qualifying Purchaser's option, to substitute the Stacked Washer/Dryer for a ADA-compliant combination washing machine and dryer of make/model LG – WM3555HWA ("ADA Washer/Dryer") at Sponsor's sole cost and expense (collectively, "Substitution"), provided however that the Qualifying Purchaser provides notice to Sponsor of the Qualifying Purchaser's disability and their request for the Substitution not less than fifteen (15) days prior to the Closing Date, time being of the essence. In the event that the Qualifying Purchaser duly gives notice in accordance herewith, Sponsor shall exercise good faith efforts to perform the Substitution prior to Closing, subject however to long lead orders, Force Majeure, delays relating to contractors, deliveries, and suppliers, and any other causes over which Sponsor has no control (in which event any such unfinished aspect(s) of the Substitution shall constitute punch-list work listed on the Inspection Statement). The provisions of this section are subject to Sponsor's rights to make

changes to the extent provided for in the Plan, including without limitation to substitute the ADA Washer/Dryer for one of Equal or Better Quality.

(W1.4) Passenger Elevators:

Wall Panels shall be 3/4" thick fire retardant plywood or particleboard with all surfaces faced with stainless wood veneer. The panels shall be constructed as removable type.
Canopy shall be painted canopy with a coat of primer and one coat of low sheen enamel paint.
Front Return Panels and Transom shall be bronze swing front return panel, with bronze entrance posts having mitered, welded and ground smooth corners.
Cab Doors shall be bronze with No.4 finish.
Ceiling shall be suspended 3/4" thick fire retardant plywood or particleboard with all surfaces finished in the selected Bronze cladding.
Handrails shall be 1 ½" inch diameter formed wood & bronze at three sides.
Lighting shall be 4 round 3" diameter LED recessed fixtures with bronze reflector.
Base shall be 4" high base in bronze finish at the sides and rear of the cab enclosure.

Safety and warning devices

(X1) General description:

(X1.3) Fire Alarm System:

The system will be electrically supervised, addressable fire alarm smoke detection system with emergency voice/alarm communication system. Power will be provided from a separate take-off ahead of the main service switch. The secondary power will be provided by the emergency generator via dedicated ATS.
Smoke detectors will be located in all mechanical rooms, electrical rooms, telephone rooms and similar areas and all elevator lobbies, machine rooms and top of shafts.
Each residential unit will have line voltage combination smoke/CO detectors.
A Fire Command Station will be provided in the building lobby at the fire department designated response point as part of the Fire Command Center per NYC Building Codes.
Central station is integral to the fire alarm control panel.
Central Station Communicator Module: (Micron UDACT-300A) or equal.
FACP: (Micron FX-MNS) or equal.
Fire alarm vertical riser and associated distribution panels will be stacked and installed in 2-hour fire rated enclosure throughout all floors.
Control relays for various life safety functions will be provided.
Duct smoke detectors will be provided for fans over 2000 CFM that supply air conditioning, ventilation or fresh/ outside air to the building and fire smoke dampers as required by code. Fan shutdown and damper control will be by interposing relays and control modules from the fire alarm system.
Smoke purge will be provided with controls from the fire command center.
Installation / labor warranty 1 (one) year from project completion - no additional warranty provided.

(X1.3a) System Operation:

Upon activation of any alarm initiating devices, including the manual pull station, area smoke detectors, duct smoke detectors, heat detectors, water flow switches the Fire Command Station will actuate both audible and visual

signals for the device in alarm and send device specific alarm signal to the central office via dedicated telephone lines. Life safety functions such as elevator recall, fan shut down, door release, etc. will automatically be activated by command from the Fire Command Station.

Y. **Additional information:**

(Y1) Asbestos:

Since the Penthouse/Bulkhead Levels and the Annex (as such terms are defined in section B1 of this report) will be new construction, the Penthouse/Bulkhead Levels and the Annex shall not contain any asbestos-containing material ("ACM"). With respect to the Original Structure (as such term is defined in section B1 of this report), an asbestos report is set forth in Volume II of the Plan ("Asbestos Report"), which discloses that all ACM detected in the Original Structure has been removed by Sponsor with the exception of certain ACM left in wall tar, which is hidden under non-asbestos plaster on the interior walls of the Original Structure, the locations of which are described in more detail in the Asbestos Report. Sponsor makes no representation as to the existence or non-existence of ACM in any locations in the Building other than as set forth in the Asbestos Report, and does not have any obligations under the Plan to remediate the existence of ACM in the Original Structure. Except for any remediation already performed prior to the Filing Date of the Plan, Sponsor does not intend to perform any remedial work with respect to ACM.

(Y2) Lead-based paint:

As the original building was constructed in 1927 it is possible that the building contains lead-based paint.
However, all interior walls, with the exception of the walls enclosing stair A and B have been removed and all existing to remain exterior walls will be furred with new partitions, only exposed ceilings and beams to remain may still contain lead based paint.
These areas will be painted with new coatings to encapsulate any possible lead paint remaining.
Refer to Lead Paint Report for additional information.

(Y3) Tenant Protection Plan:

A tenant protection plan ("TPP") is not currently applicable because the Building is (and has been since acquisition by Sponsor) vacant. To the extent that a TPP is required by the Buildings Department as of the First Closing, Sponsor shall comply therewith (including distributing a copy of the TPP to the occupants during such applicable time) and shall disclose such compliance in the "post-closing" amendment to the Plan.

Signed: 02/20/24



Fernando Papale, RA
BP Architects, PC

LEAD-PAINT REPORT

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Enviro-Pro
ENVIRONMENTAL & ENGINEERING CONSULTING

Enviro-Pro UnLTD Corp.
262 West 38th Street
4th Floor, Suite 405
New York, NY 10018

1 (212) 858-9449 (Office)
1 (347) 824-2024 (Fax)
www.env-pro.com
info@env-pro.com

LIMITED LEAD BASED PAINT (LBP) INSPECTION

Site Location:

720 West End Avenue
New York, NY 10025

Prepared for:

BCRE - USA
853 Broadway, 2nd Floor
New York, NY 10003

Prepared by:

Enviro-Pro UnLTD Corp.
262 W 38TH STREET, SUITE 405
NEW YORK, NY 10018

Enviro-Pro Project # 18-09.527

Report Date: April 22, 2019

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SUMMARY OF WORK

Enviro-Pro UnLTD Corp. (ENV-PRO) was retained by the BCRE - USA located at 853 Broadway, 2nd Floor, New York, NY 10003 to perform a limited inspection for Lead-Based Paint (LBP) Inspection from suspect building components at the 720 West End Avenue, New York, NY 10025.

Enviro-Pro UnLTD Corp. (ENV-PRO) US EPA Certified Lead-Based Paint Professional performed the LBP Inspection in selected areas of first floor (Exterior Façade – West and South Elevation) of a building located at 720 West End Avenue, New York, NY 10025. The inspection was conducted on April 19, 2019.

LEAD BASED PAINT TESTING

ENV-PRO utilized an Innov-X System Alpha Series X-Ray Fluorescence Spectrometer (XRF) to determine the presence and/or absence of lead in paint on the building materials analyzed.

XRF Spectrometry is used to identify elements within a substance and quantify the amount of elements within the substance. The elements are identified by their unique X-ray emission wavelengths or energy. The amount of the element is quantified by measuring the intensity of the characteristics. The X-ray occurs when photons are emitted from a source (XRF) and strike the substance/surface being tested. The photons emitted from the source then knocks out the inner most electrons which then emits and energy known as a secondary X-ray photon. The secondary X-ray then is analyzed within the XRF and calculates the element within the substance/surface and the amount of the element.

Following a standard operation procedure, the XRF was calibrated at the beginning of the inspection, every four (4) hours from the start, and at the end of the inspection utilizing the Standard Reference Material 2573 provided by the National Institute of Standards and Technology (NIST).

Please refer to **Table I** for a detailed summary of the suspect LBPs sampled **and Table II** for a lead based paint summary.

RECOMMENDATIONS – LEAD PAINT

It is ENV-PRO's understanding that the proposed work involves disturbance of the identified lead painted surfaces. The United States Environmental Protection Agency (USEPA) does not consider renovation activities to be lead paint abatement projects. According to the EPA, an abatement project is where the sole intent of the work is for the removal of lead paint. Therefore, the contractor's performing work will that will disturb the paint need to comply with the following regulations at a minimum.

Detectable amounts of lead were found in some of the paint sampled. In accordance with the OSHA Hazardous Communication Standard (29 CFR 1926.59 HAZCOM), ENV-PRO recommends all contractors who's work will impact the these surfaces and components be advised of the potential lead paint exposure hazard. In addition, all contractors who work in areas where the potential exposure to lead exists will also need to comply with the OSHA "Lead Exposure in Construction" standard as set forth in 29 CFR Part 1926.62.

Prior to disposal of any waste suspected of containing lead, representative waste stream sampling should be conducted as required by RCRA and analyzed using a Toxicity Characteristic Leaching Procedure (TCLP). The EPA classifies waste with greater than 5 Parts Per Million (ppm) lead content by weight as hazardous waste.

LIMITATIONS AND CONDITIONS

Enviro-Pro UnLTD Corp. (ENV-PRO) has performed the tasks set forth above in a thorough and professional manner consistent with industry standards. ENV-PRO cannot guarantee and does not warrant that this limited assessment has revealed all adverse environmental conditions affecting the site. Nor can ENV-PRO warrant that the assessment requested will satisfy the dictates of, or provide a legal defense in connection with, environmental laws or regulations. The observations and findings were representative of the conditions from the site on the date of inspection. Often materials are located in confined or inaccessible locations with little or no visible manifestation of their presence. Due to the potential for hidden materials to be present, it may not be possible to determine if all suspect building materials have been identified, located, and subsequently tested. Destructive measures to access these and other potentially hidden materials were not employed by ENV-PRO as part of this project. However, ENV-PRO does warrant that its investigations and methodology reflect our best efforts based upon prevailing standard of care in the environmental industry.

The information contained in this report was prepared based upon specific parameters and regulations in force at the time of this report. The information herein is only for the specific use of the client and ENV-PRO. ENV-PRO accepts no responsibility for the use, interpretation, or reliance by other parties on the information contained herein, unless written authorization has been obtained from ENV-PRO.

Thank you for your attention and consideration in this matter. Please feel free to contact the undersigned should you have any questions or require any additional information.



04/22/2019

Yevgeniy Golubchik — Date
Project Manager
NY Risk Assessor EPA # NY-R-128965-1, Exp. 06/02/2020
NYS DOL Licensed Inspector # 09-11798, Exp.: 09/2020
NYC DEP Licensed Investigator # 133599, Exp.: 09/19/2020.

TABLE I - SUMMARY OF SUSPECT LEAD-BASED PAINT INSPECTION RESULTS

Room	Sample Location (Side/Section)	Building Component	Substrate	Paint Color	XRF Results	Notes/ Condition
1st Floor – Exterior Facade	South/Right	Wall	Concrete	Beige	1	Peeling
1st Floor – Exterior Facade	South/Left	Wall	Concrete	Beige	1	Peeling
1st Floor – Exterior Facade	South/Right	Window Fence	Metal	Black	5	Peeling
1st Floor – Exterior Facade	South/Left	Window Frame	Metal	Black	1.17	Peeling
1st Floor – Exterior Facade	South/Right	Stand Pipe	Metal	Red	0.19	Intact
1st Floor – Exterior Facade	South/Center	Sprinkler Pipe	Metal	Green	0.91	Intact
1st Floor – Exterior Facade	West/Right	Entrance Roof	Metal	Brown	1.3	Intact
1st Floor – Exterior Facade	West/Right	Wall	Concrete	Beige	1	Peeling
1st Floor – Exterior Facade	West/Center	Wall	Concrete	Beige	1	Peeling
1st Floor – Exterior Facade	West/Center	Window Fence	Metal	Black	5	Peeling
1st Floor – Exterior Facade	West/Center	Window Frame	Metal	Black	1	Peeling
1st Floor – Exterior Facade	West/Center	Stand Pipe	Metal	Red	0.46	Intact
1st Floor – Exterior Facade	West/Center	Sprinkler Pipe	Metal	Green	0.71	Intact

LEGEND:

Positive = Lead-Based Paint

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TABLE II - SUMMARY OF LEAD-BASED PAINT PRESENT

Room	Sample Location (Side/Section)	Building Component	Substrate	Paint Color	XRF Results	Notes/ Condition
1st Floor – Exterior Facade	South/Right	Wall	Concrete	Beige	1	Peeling
1st Floor – Exterior Facade	South/Left	Wall	Concrete	Beige	1	Peeling
1st Floor – Exterior Facade	South/Right	Window Fence	Metal	Black	5	Peeling
1st Floor – Exterior Facade	South/Left	Window Frame	Metal	Black	1.17	Peeling
1st Floor – Exterior Facade	West/Right	Entrance Roof	Metal	Brown	1.3	Intact
1st Floor – Exterior Facade	West/Right	Wall	Concrete	Beige	1	Peeling
1st Floor – Exterior Facade	West/Center	Wall	Concrete	Beige	1	Peeling
1st Floor – Exterior Facade	West/Center	Window Fence	Metal	Black	5	Peeling
1st Floor – Exterior Facade	West/Center	Window Frame	Metal	Black	1	Peeling

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LEGEND:

Positive = Lead-Based Paint

APPENDIX A

XRF Results Table

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Reading	Date	Room	Side	Description	Component	Substrate	Color	Condition	Pb	Pass Fail St
1	19-Apr-19	calibration	A	Center		Plastic	White	Intact	0	Negative
2	19-Apr-19	calibration	A	Center		Plastic	White	Intact	0	Negative
3	19-Apr-19	calibration	A	Center		Plastic	White	Intact	0.06	Negative
4	19-Apr-19	calibration	A	Center		Plastic	Red	Intact	1.3	Positive
5	19-Apr-19	calibration	A	Center		Plastic	Red	Intact	1.1	Positive
6	19-Apr-19	calibration	A	Center		Plastic	Red	Intact	1.12	Positive
7	19-Apr-19	Exterior Facade	South	Right	Wall	Concrete	Beige	Peeling	1	Positive
8	19-Apr-19	Exterior Facade	South	Left	Wall	Concrete	Beige	Peeling	1	Positive
9	19-Apr-19	Exterior Facade	South	Right	Window Fence	Metal	Black	Peeling	5	Positive
10	19-Apr-19	Exterior Facade	South	Left	Window Frame	Metal	Black	Peeling	1.17	Positive
11	19-Apr-19	Exterior Facade	West	Right	Wall	Concrete	Beige	Peeling	1	Positive
12	19-Apr-19	Exterior Facade	West	Center	Wall	Concrete	Beige	Peeling	1	Positive
13	19-Apr-19	Exterior Facade	West	Center	Window Fence	Metal	Black	Peeling	5	Positive
14	19-Apr-19	Exterior Facade	West	Center	Window Frame	Metal	Black	Peeling	1	Positive
15	19-Apr-19	Exterior Facade	West	Center	Stand Pipe	Metal	Red	Intact	0.46	Negative
16	19-Apr-19	Exterior Facade	West	Center	Sprinkler Pipe	Metal	Green	Intact	0.71	Negative
17	19-Apr-19	Exterior Facade	West	Right	Entrance Roof	Metal	Brown	Intact	1.3	Positive
18	19-Apr-19	Exterior Facade	South	Center	Stand Pipe	Metal	Red	Intact	0.19	Negative
19	19-Apr-19	Exterior Facade	South	Center	Sprinkler Pipe	Metal	Green	Intact	0.91	Negative
20	19-Apr-19	calibration	A	Center		Plastic	White	Intact	0	Negative
21	19-Apr-19	calibration	A	Center		Plastic	White	Intact	0	Negative
22	19-Apr-19	calibration	A	Center		Plastic	White	Intact	0.06	Negative
23	19-Apr-19	calibration	A	Center		Plastic	Red	Intact	1.12	Positive
24	19-Apr-19	calibration	A	Center		Plastic	Red	Intact	1.1	Positive
25	19-Apr-19	calibration	A	Center		Plastic	Red	Intact	1.3	Positive

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APPENDIX B

Licenses and Certifications

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

February 21, 2017

Yevgeniy Golubchik

6 Manor Dr.
Manalapan, NJ 07726

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

Dear Yevgeniy Golubchik:

Thank you for applying to the U.S. Environmental Protection Agency (EPA) for certification to conduct Lead-based Paint Activities in target housing and child-occupied facilities. I am pleased to inform you that, pursuant to 40 CFR Part 745, Subpart L, you are certified as an EPA **Risk Assessor in All EPA Administered States, Tribes, and Territories**. Your certificate is enclosed and serves as your proof of certification (Please note: EPA no longer issues individual identification cards for certified individuals).

This certification **expires on June 02, 2020 and is valid in All EPA Administered States, Tribes, and Territories**. However, if any State, Territory, or Indian Tribe obtains program authorization at any time during the term of your accreditation, your accreditation will no longer be valid in the newly authorized jurisdiction.

Your EPA individual certification is subject to the following:

1) Certification pertains only to the specific discipline, jurisdiction, and individual listed above that performs or offers to perform the associated lead-based paint activities within the scope of the discipline described in 40 CFR §745.223 and 40 CFR §745.227 pursuant to Section 402 of the Toxic Substances Control Act (TSCA)(15 U.S.C. 2682).

2) EPA certification does not mean that a State, Territory or Indian Tribe with its own certification program must accept or recognize an EPA certification. Individual States, Territories, and Indian Tribes, whether authorized or not, have the right to accept or reject any certification under their own authority. Please be aware that your EPA certification does not relieve you of any obligations that you may otherwise have to any authorized or unauthorized State, Territory, or Indian Tribe to obtain licensure or certification from that State or Indian Tribe under its statutory or regulatory requirements relating to lead-based paint activities.

3) The EPA may conduct audits and/or inspections to ensure continued compliance with its regulatory standards.

If you have questions or need assistance, please contact the Region 2 Main Lead Line at 732-321-6671 and refer to **Application ID number I518298**. Congratulations, and thank you for your interest in being certified to conduct lead-based paint services.

Sincerely,

John Gorman, Chief
Pesticides & Toxic Substances Branch

Enclosures

Big Apple Occupational Safety Inc

505 Eighth Avenue, #2305, New York, NY 10018
(212) 564-7656

This Is To Certify That

Yevgeniy Golubchik

SS#: xxx-xx-8477
6 Manor Drive, Manalapan, NJ, 07726

HAS SUCCESSFULLY COMPLETED THE ENVIRONMENTAL PROTECTION AGENCY APPROVED COURSE

EPA-Lead Based Risk Assessor Refresher

THIS COURSE IS APPROVED FOR PURPOSES OF CERTIFICATION UNDER THE ENVIRONMENTAL PROTECTION AGENCY - 40 CFR PART 745.225

Course Date: 02/02/2017

Course Completion Date: 02/02/2017

Certificate Number: LRAR-16-8477

Examination Grade: 100%

Radha Reddy
Training Director

United States Environmental Protection Agency

This is to certify that



Yevgeniy Golubchik

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires June 02, 2020

LBP-R-128965-1
Certification #

February 21, 2017
Issued On

John Gorman, Chief
Pesticides & Toxic Substances Branch

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TECHNICAL FAÇADE REPORT

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1. Executive Summary

General Description
The following report documents the findings of our façade inspection which was performed and completed in accordance with the New York City Code and rule 1RCNY 103-04. The overall condition of the building's façade was found to be in good condition. No signs of settlement or movement were seen during our inspection. We categorize the facades of this building SWARMP per the requirement of RCNY §103-04. The following report details our findings. Last inspection date: 8/13/19

Scope of Inspection
Scope of work was to perform facade inspection for the following structure:

Exterior wall construction: Brick with decorative window surrounds

Building elements: limestone, terracotta, cast iron

Windows: Aluminum double hung

Parapets: Brick with precast coping stone

Lintels: Steel

Fire escape: None observed

Roof appurtenances: Typical roof appurtenances including steel chimneys, mechanical equipment on steel dunnage, drains, vents, elevator

Summary of Findings
The building is in overall good condition. No UNSAFE conditions were observed during the inspection. Previously indicated SWARMP conditions have been repaired. No leak indications were observed during the inspection. The building owner reported no leaks. This building is classified as SWARMP.

Conclusions and Recommendations
It is recommended that the building façade and appurtenances be inspected regularly by a licensed Professional Engineer to monitor that building conditions do not progress to unsafe condition status. These conditions, should also be monitored regularly by building maintenance personnel to minimize potential problems. Particular attention should be devoted to areas were deterioration has already occurred in the past. Any suspicious conditions should be corrected as soon as possible. Parapet walls should be inspected as applicable on a yearly basis. The owner or property manager should also advise the window washers, and other contractors working on the building, to inform them of deterioration or other problems observed during the course of their work. The management should make sure that all window guards required by law are properly installed, maintained and secured. Window screens should also be monitored. All building components should conform to building code. The owner or property manager should make sure that no loose items nor objects are placed on sills, ledges, fire escapes or other areas where they could fall. They should also make sure that all such areas are kept free of debris. Similarly, the building owner or manager must be sure that window air conditioning units are properly installed, maintained and supported at all times.

A. Building Information

Address
720 WEST END AVENUE
AKA Address
Block
1243
Lot
1
BIN
1033691
Landmark Building
Landmark District
Yes
Cross Streets
B. Owner Information

Owner Type
Private
Owner
DORON RESHEFF
C. Building Description

Height
160 ft
Stories
015
Lot & Building Dimensions
175 ft x 126 ft
Cert of Occupancy
75633
Building Use
Residential
Approx. Year Built
1928

Exterior Wall Types	Exterior Wall Material
STONE LIMESTONE	CAST IRON
BRICK MASONRY	MASONRY
CAST IRON	NATURAL STONE
TERRA COTTA	TERRA COTTA

D. A detailed description of any settlements, repairs, or revisions to exterior enclosures since the previous report

SWARMP items previously reported have been repaired by the owner's contractor. Inspections were performed to verify repair of all SWARMP items. Copy of repair plans and specifications are attached to this report. The following conditions were repaired since FISP Cycle 7 report:

1) Cracked/missing coping stones - lines 1,2,21,38, 48A (detailed photo 31). Note: Repair at Line 1 is failing (Detailed photo 2). Additional stones identified as SWARMP in paragraph G.

2) Cracked decorative stones - refer to the attached repair drawing for locations and Photo numbers.

3) Cracked/deteriorated/peeling coating and step cracks - bulkheads, parapets at lines 35, 25, 27-28 (detailed photo 10-11), 42 (detailed photo 8-9). Note: Additional step crack identified as SWARMP in paragraph G.

4) Cracked/deteriorated window sills - line/floor 13/9, 21/9, 33/11, 34/14, 37/14 (see detailed Photo 7).

5) Rusted lintels - refer to the attached repair drawing for locations and Photo numbers

6) Deteriorated caulking - line 6-7 (detailed Photo 6).

Adding more than three stories: No

Removing one or more stories: No

performing work in 50% or more of the area of the building: No

Demolishing 50% or more of the area of the building: No

performing a vertical or horizontal enlargement adding more than 25% of the area of the building: No

mechanical equipment other than handheld devices to be used for the demolition or removal of debris to be used: No

approved work includes concrete: No

Requesting concrete exclusion now: No

work includes 2,000 cubic yards or more of concrete: No

E. Procedures Used in Making the Critical Examination

- Visual survey of all facades from the street and roof level using high-powered binoculars and physical inspection.

- Visual observation of all roof areas and roof level structures

- Interviews with building owner

- High resolution photography

- Three (3) close range inspections were performed by Electric scaffold drop on 5/11/18, 6/26/18 and 1/10/19. - The examination did not include exploratory demolition or material removal (probes)

F. Rigger Information

QEWI First Name
DOMINICK
QEWI Last Name
PILLA
Number of person(s) who conducted inspection and his/her relation to QEWI
1

Person 1
Alex Solovey

Relationship to QEWI
Employee
Licensed Rigger Info
true
First Name
Andrew
Middle Initial
Last Name
Wist
Business Name
Business Address
City
State
Zip Code
Business Phone
Business Fax
Mobile phone
Email
Rigger License #
4933

Location(s) of close-up inspection & Plot Details

Scaffold inspection drops and close up inspections of the 720 West End Avenue Façades were performed on 5/11/18, 6/26/18 and 1/10/19 by D.R. Pilla Engineers on the North corner of the East Elevation and the West corner of the South (West 95th Street) Elevation from the top of the parapet coping down to grade level via Electric Scaffold supplied by Standard Waterproofing Corp. 401 E. 134th Street Bronx, NY. Note: Scaffold drop at west 95th street front satisfies the rule requirement for close-up inspection.

Dates of inspection(s)
Comments

Date	Comments
2018-05-11	With scaffold inspection drop at North corner of East Facade
2018-06-26	With scaffold inspection drop at North corner of East Facade
2019-01-10	With scaffold inspection drop at West corner of South Facade
2019-01-22	Overall facade inspection
2019-07-15	Additional inspection to resolve DOB comments and investigate Violation (35368991N) comments.
2019-08-13	Additional inspection

G. Description, location(s) and Classification of Conditions Observed

SWARMP conditions from the previous report were inspected and found to be satisfactorily repaired. No new UNSAFE conditions were found at the time of this inspection. However, previously repaired and additional coping stones and a at the top of parapet now exhibit cracks and incipient spalls at the interior side of the parapet. We classify these conditions as SWARMP and recommend the repairs to be completed within 2 years.

Locations are:

Line 1 - detailed photo 2

Line 5 - detailed photo 3

Line 6 - detailed photo 4

Line 8 - detailed photo 1

In addition, new step crack was identified at bulkhead E - detailed photo 5

Therefore building is classified as SWARMP.

Ga. Appurtenances

Windows: Aluminum double hung with Limestone decorative stone surrounds

Parapets: Brick with Terracotta coping stone

Lintels: Steel

Fire escape: None observed

Roof appurtenances: Typical roof appurtenances including metal/cast iron chimneys, mechanical equipment on steel dunnage, drains, vents, elevator. There is a steel chain link fence at the top of the parapet.

Limestone base, decorative stone surrounds.

Limestone water table with terra cotta bands. Limestone cornice.

Balconette handrails - cast iron

Gb. Balcony, guardrail, handrail and parapet statement

The balconette rails were inspected hands on and found to be 'SAFE.' The West and South street side elevations have been extensively traversed in the course of performing the 'SWARMP' repairs noted in this report. There are additional 'SWARMP' conditions observed at the parapet coping stones as of last inspection date.

Railings at roof of the building were inspected and found to be SAFE (Per §103-04). Applicable Building Code and Sections: 2008 Building Code, Chapter 10, Means of egress, §28-1012.2 Total number of Railing inspected: 80 LF

Height of Railing: 5ft (chain link fence on top of 1 ft high stone parapet)

H. Causes of Conditions Observed

SWARMP conditions were observed during the inspection. Coping stone repairs are failing due to age and quality of the repairs.

I. Status Report of Exterior Maintenance

The building is in overall good condition.

Ja. Comparison Chart of Conditions Reported for current and previous cycle

Prior Filing Cycle
7
Current Filing Cycle
8
Prior Filing Status
SWARMP
Current Filing Status
SWARMP
Are any of the conditions noted above SWARMP conditions reported as requiring repair from the previous cycle?
SWARMP items previously reported have been repaired by the owner’s contractor. Inspections were performed to verify repair of all SWARMP items. Copy of repair plans and specifications are attached to this report. The following conditions were repaired since FISP Cycle 7 report:

1) Cracked/missing coping stones - lines 1,2,21,38, 48A (detailed photo 31). Note: Repair at Line 1 is failing (Detailed photo 2). Additional stones identified as SWARMP in paragraph G.

2) Cracked decorative stones - refer to the attached repair drawing for locations and Photo numbers.

3) Cracked/deteriorated/peeling coating and step cracks - bulkheads, parapets at lines 35, 25, 27-28 (detailed photo 10-11), 42 (detailed photo 8-9). Note: Additional step crack identified as SWARMP in paragraph G.f

4) Cracked/deteriorated window sills - line/floor 13/9, 21/9, 33/11, 34/14, 37/14 (see detailed Photo 7).

5) Rusted lintels - refer to the attached repair drawing for locations and Photo numbers

6) Deteriorated caulking - line 6-7 (detailed Photo 6).

Jb. Work permit numbers, status & sign off dates

Jc. ECB Violation numbers and the status of the repairs of the conditions cited in the ECB violations

Violation No. 35368991N

Items in violation:

Inadequately supported A/C units at exposure 1 - Status - Repaired.

Spalling bricks, step cracks, damaged mortar joints at Exposure 3 - Status - Reviewed photographs with the DOB' inspector supervisor. Noted deficiencies appear to be previous repairs in good condition. Additional photographs are provided in this report.

Cracked coping stones - reviewed and identified as SWARMP item. Additional photographs are attached in this report.

K. Recommendations for Repairs or Maintenance

It is recommended that the building façade and appurtenances be inspected regularly by a licensed Professional Engineer to monitor that building conditions do not progress to unsafe condition status. These conditions, should also be monitored regularly by building maintenance personnel to minimize potential problems. Particular attention should be devoted to areas were deterioration has already occurred in the past. Any suspicious conditions should be corrected as soon as possible. Parapet walls should be inspected as applicable on a yearly basis. The owner or property manager should also advise the window washers, and other contractors working on the building, to inform them of deterioration or other problems observed during the course of their work. The management should make sure that all window guards required by law are properly installed, maintained and secured. Window screens should also be monitored. All building components should conform to building code. The owner or property manager should make sure that no loose items nor objects are placed on sills, ledges, fire escapes or other areas where they could fall. They should also make sure that all such areas are kept free of debris. Similarly, the building owner or manager must be sure that window air conditioning units are properly installed, maintained and supported at all times.

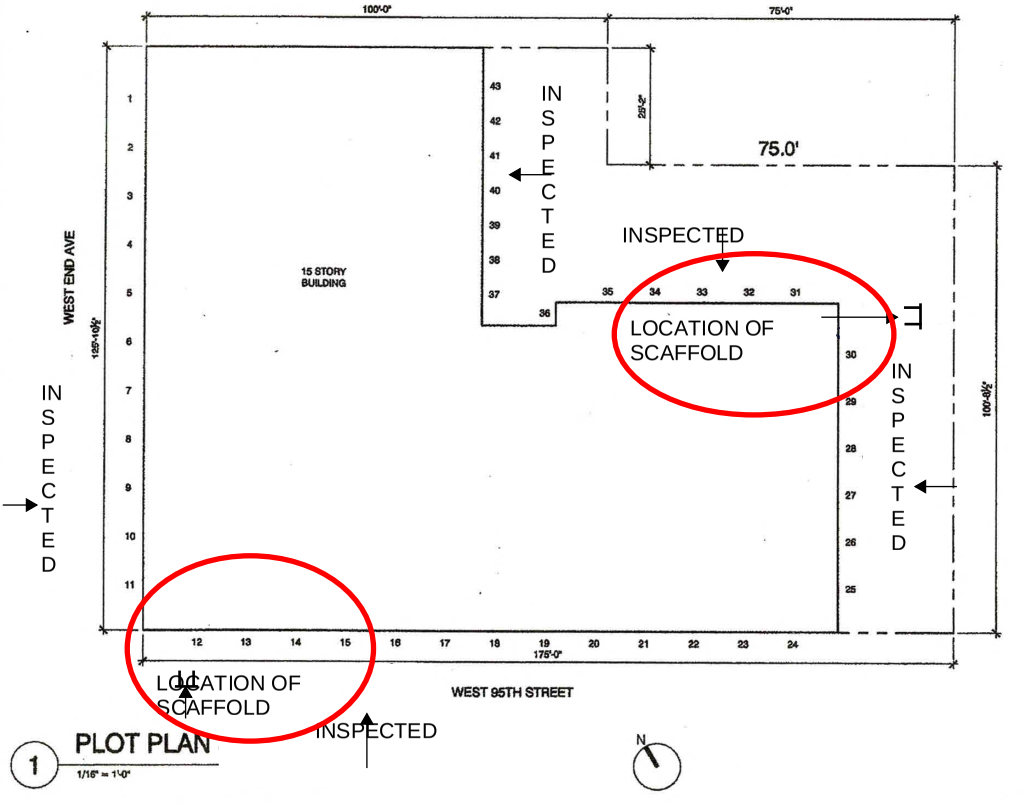
SWARMP Completion Date
07/15/2021

L. Required Work Permits

None

M. Current Report Classification

SWARMP


100'-0"
75'-0"
75.0'
25'-5"
INSPECTED
INSPECTED
INSPECTED
INSPECTED
15 STORY BUILDING
WEST END AVE
125'-10½"
100'-8½"
LOCATION OF SCAFFOLD
LOCATION OF SCAFFOLD
175'-0"
WEST 95TH STREET
N
1
PLOT PLAN
1/16" = 1'-0"

720 West End Avenue
07/15/19



Photo 1
SWARMP item: Cracks at interior of parapet coping stones. Previous repair is failing (Line 8). Terracota stone shall be replaced with new (typ).

720 West End Avenue
07/15/19



Photo 2
SWARMP item: Interior of parapet coping stones. Previous repair is failing (Line 1).

720 West End Avenue
07/15/19



Photo 3
SWARMP item: terracota coping stone – cracks and incipient spall at interior (roof side, Line 5).

720 West End Avenue
07/15/19



Photo 4
SWARMP item: Failing patch at terracota coping stone (Line 6).

720 West End Avenue
07/15/19



Photo 5.
SWARMP item: step crack at bulkhead E on the roof level.



Photo 6
Repair of deteroiated caulking at line 6-7, above 15th floor.



Photo 7.
Repair of cracked window sill at line 13, floor 9.





Photos 8-9
Exposure 3: Stepped cracks have been filled/repaired by the owner subsequent to previous Cycle inspection report. Different color bricks are observed.



Photos 10-11
Exposure 3: No loose mortar or spalled brick was observed at this location. Area previously repaired with different type of brick, however the face brick is plumb and on plane.

720 West End Avenue
07/15/19





Photos 12-13
Exposure 1: improperly supported A/C units have been either removed or supported with brackets.

720 West End Avenue
5/11/18



Photo 14
East façade close-up

720 West End Avenue
5/11/18



Photo 15
East façade close-up

720 West End Avenue
5/11/18



Photo 16
East façade close-up

720 West End Avenue
5/11/18

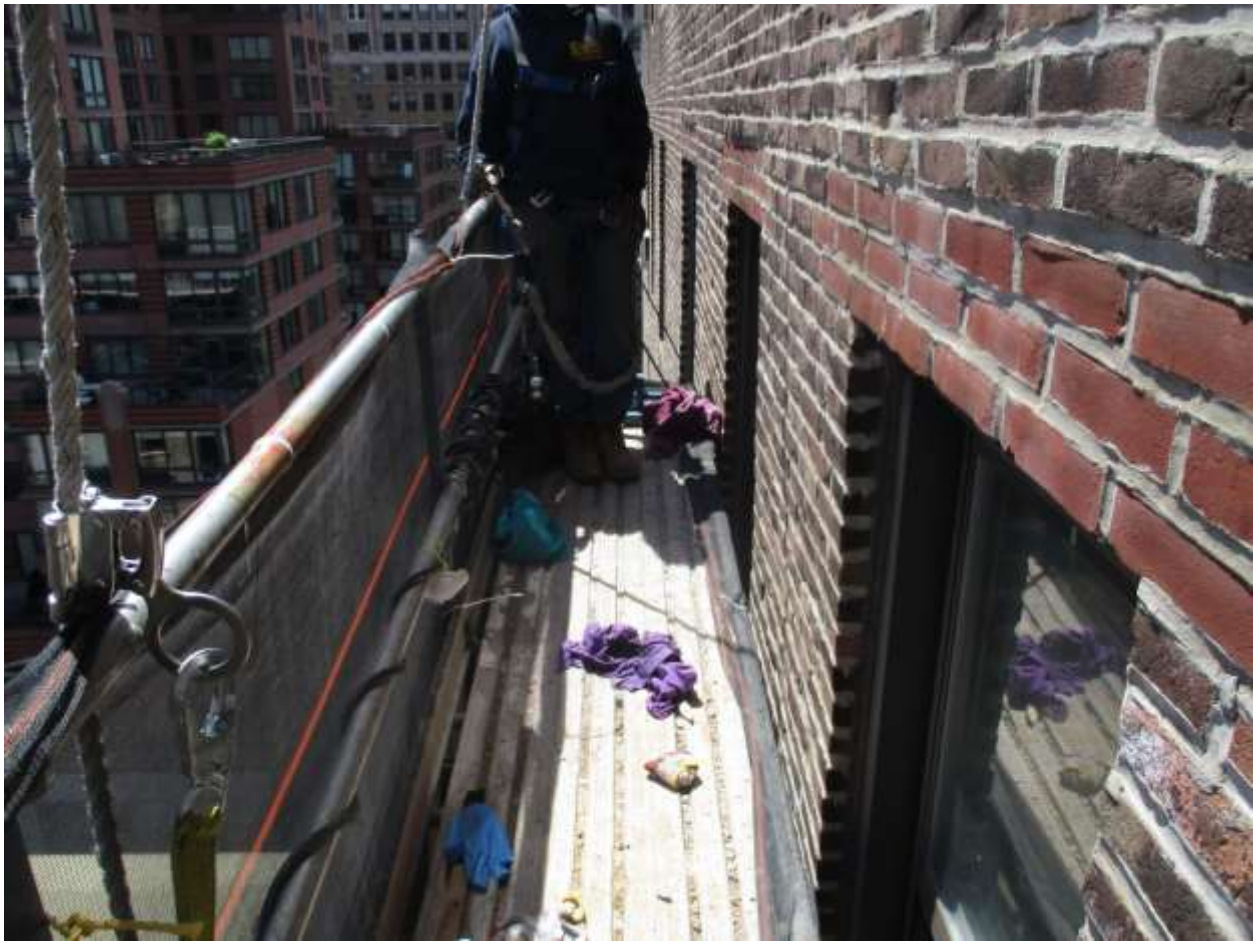


Photo 17
East façade close-up

720 West End Avenue
5/11/18



Photo 18
East façade close-up. Brick and lintel repairs.

720 West End Avenue
5/11/18



Photo 19
East façade close-up

720 West End Avenue
5/11/18



Photo 20
East façade close-up. Brick and lintel repairs.

720 West End Avenue
5/11/18



Photo 21
East façade close-up. Brick and lintel repair area shown.

720 West End Avenue
5/11/18



Photo 22
East façade close-up (Exposure 3): No loose mortar or spalled brick was observed at this location. Area previously repaired with different type of brick, however the face brick is plumb and on plane.

720 West End Avenue
5/11/18



Photo 23
East façade close-up

720 West End Avenue
5/11/18



Photo 24
East façade close-up



Photo 25
North façade close-up

720 West End Avenue
5/11/18



Photo 26
Window decorative stone (Limestone), West façade

720 West End Avenue
5/11/18



Photo 27
Cornice (Limestone), West façade

720 West End Avenue
5/11/18



Photo 28
Cornice, West façade

720 West End Avenue
5/11/18



Photo 29
Coping stones and fence at roof terrace

720 West End Avenue
5/11/18



Photo 30
Coping stones and fence at roof terrace (see close up of SWARMP items)



Photo 31
Repaired coping stone – replaced with limestone

720 West End Avenue
6/26/18



Photo 32
East façade close-up

720 West End Avenue
6/26/18



Photo 33
East façade close-up

720 West End Avenue
6/26/18

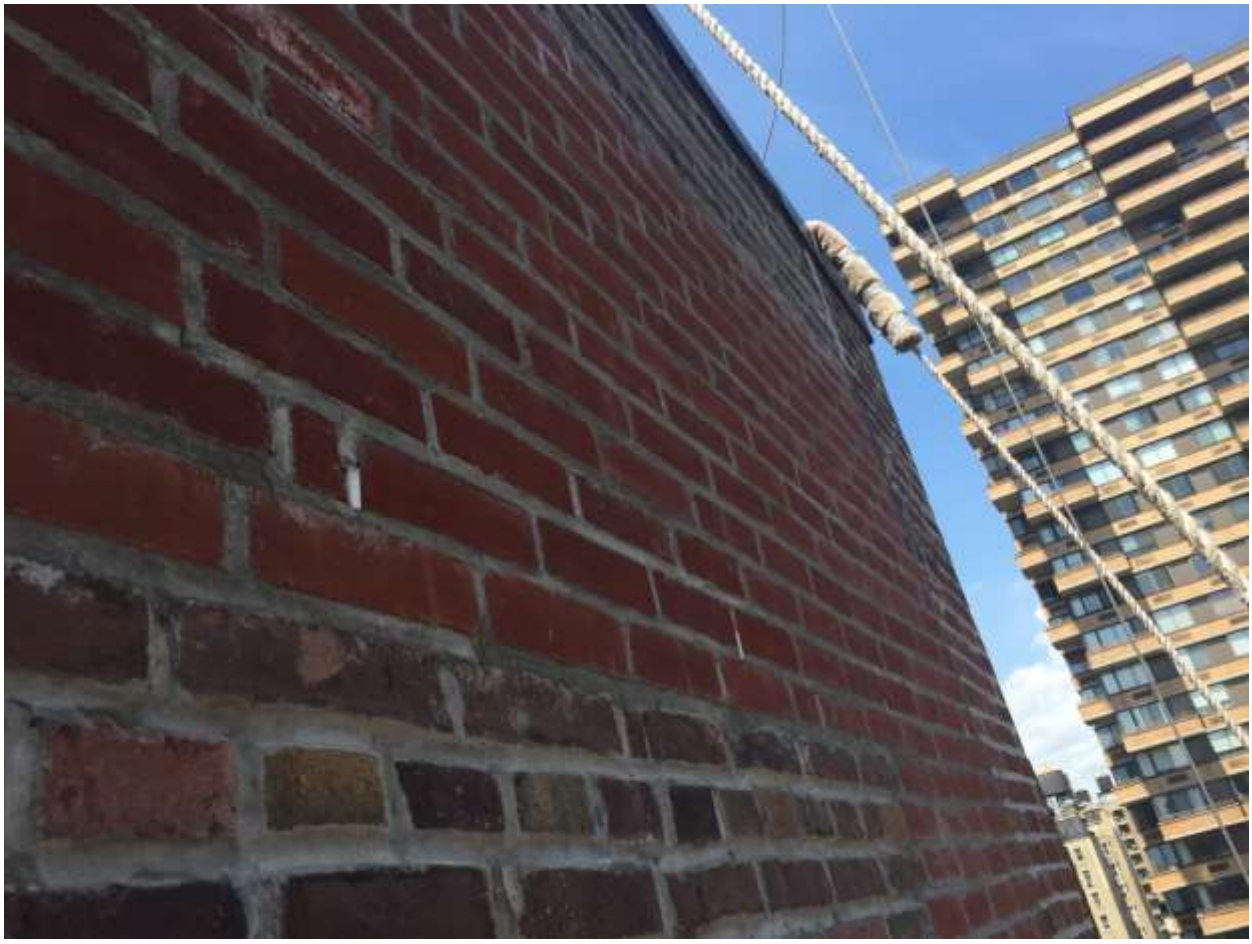


Photo 34
East façade close-up

720 West End Avenue
6/26/18



Photo 35
East façade close-up

720 West End Avenue
1/10/19



Photo 36
Limestone decorative window surround – close –up. Window – aluminum.

720 West End Avenue
1/10/19



Photo 37
Decorative window surround (Limestone) – close -up

720 West End Avenue
1/10/19



Photo 38
Decorative window surround (Limestone) – close -up

720 West End Avenue
1/10/19



Photo 39
Decorative window surround and balconnete (Cast iron)– close -up

720 West End Avenue
1/10/19



Photo 40
Cast iron Balconette -Close-up



Photo 41
Window sill close-up

720 West End Avenue
1/10/19



Photo 42
Limestone window surround. Line 3 – Floor 3 . Cracked stone repaired.

720 West End Avenue
1/10/19



Photo 43
Repair of cracked decrotive stone at line 6,- Floor 3.

720 West End Avenue
1/10/19



Photo 44
Limestone window surround – “Mimick” stone repair. (NO caulking was used to repair crack)

720 West End Avenue
5/11/18



North and East Façades

720 West End Avenue
5/11/18



East Façade

720 West End Avenue
5/11/18



North and East Façades

720 West End Avenue
5/11/18



East Façade

720 West End Avenue
5/11/18



South Façade

720 West End Avenue
5/11/18



West Façade

720 West End Avenue
5/11/18



West Façade

720 West End Avenue
5/11/18



West Façade

720 West End Avenue
1/10/19



South Façade

720 West End Avenue
1/10/19



South Façade

THE REPAIR WORK AS SHOWN AND AS THE DESCRIBED IN THE LL/111988 7TH CYLE INSPECTION REPORT FOR WEST END AVENUE NEW YORK DATED 10/14/13 BY MSF ARCHITECTS P.C.

REPAIR OF SWARMP CONDITIONS NOTED ON PAGE 6 OF SAID REPORT, CRACKED DECORATIVE STONES AT THE FOLLOWING LOCATIONS:

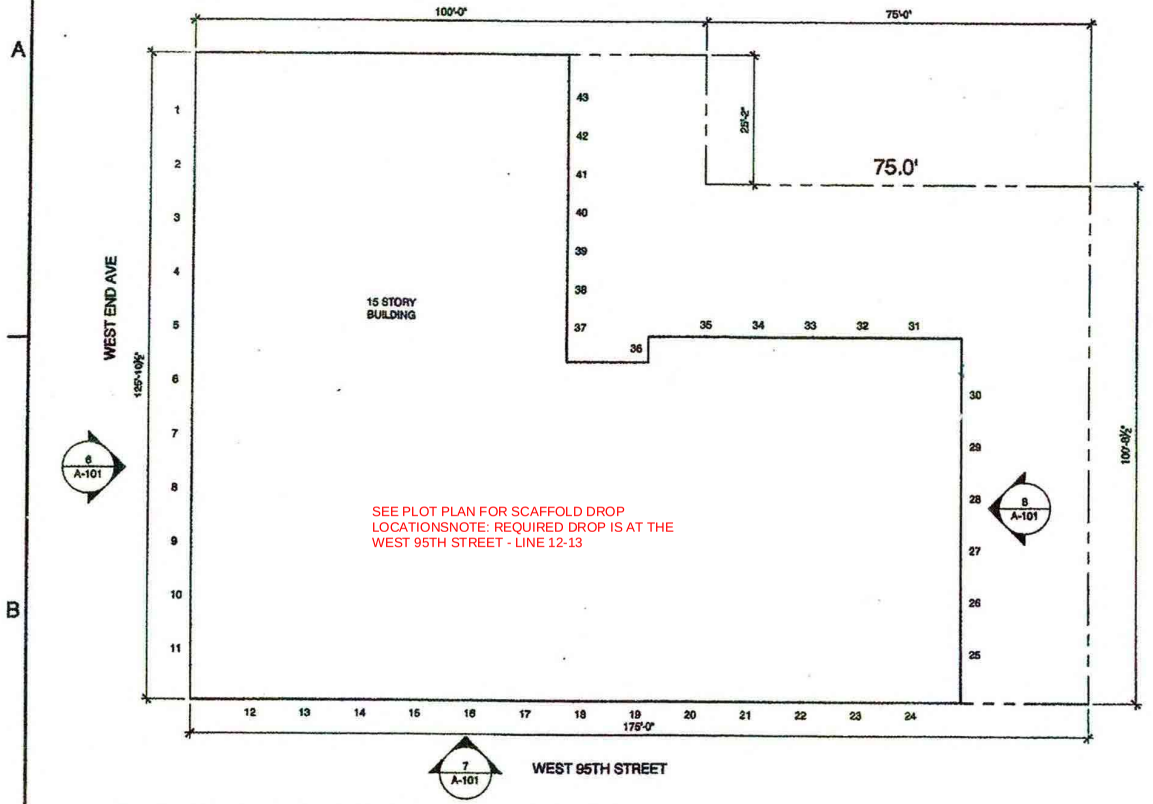
PLOT PLAN LOCATION	FLOOR
3	3
6	3
9	13
22	13
SOUTH OF 25 ABOVE	15

PHOTOS 42, 43, 44

RUSTED LINTELS AT THE FOLLOWING LOCATIONS

PLOT PLAN LOCATION	FLOOR
90	13 AND 14

PHOTOS 17 to 21



SEE PLOT PLAN FOR SCAFFOLD DROP LOCATIONSNOTE: REQUIRED DROP IS AT THE WEST 95TH STREET - LINE 12-13

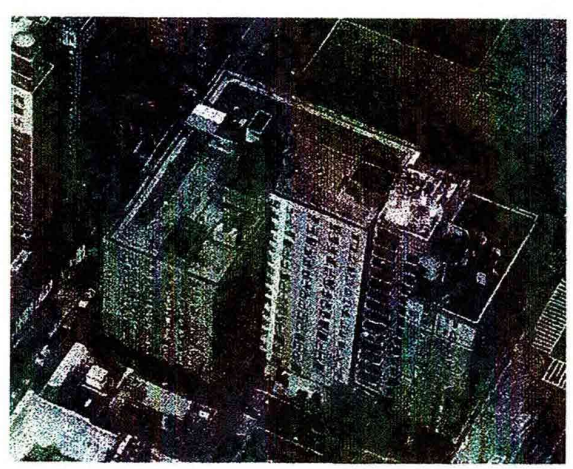
1 PLOT PLAN & WORK LOCATION GUIDE

1/15" = 1'-0"



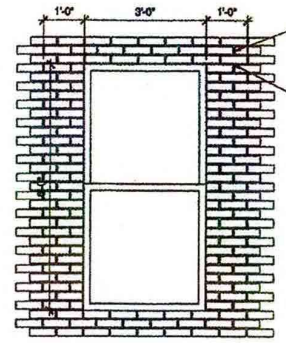
2 DETAIL PHOTO OF DECORATIVE STONE (TYP.)

NTS



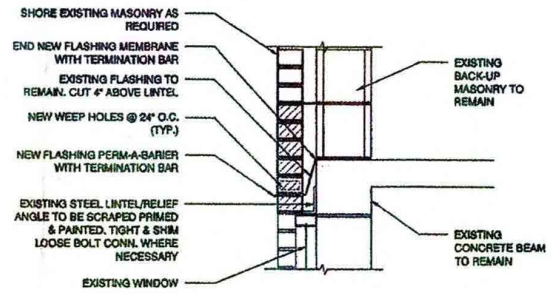
3 EAST ELEVATION OF REAR

NTS



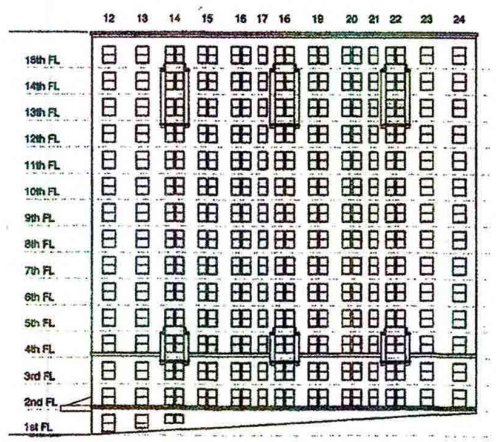
4 MASONRY OPENING

NTS



5 SECTION @ WINDOW (TYP.)

NTS



7 SOUTH ELEVATION

NTS

CONPROCO METHODS AND SPECIFICATIONS

Surface Preparation

- Remove loose and deteriorated material, laitance, dirt, dust, oil and any surface contaminants that will inhibit proper bond.
- Saw cut edges with a diamond blade at a 90° angle to eliminate feather edging. Avoid polishing the edges, as this will inhibit bond.
- Avoid bruising or micro cracking during surface preparation. Refer to ICRI Surface Preparation Guide 03732.
- Repair zone must be a minimum of 1/2 inch deep, of simple geometry, with no complex edge conditions.
- Avoid long narrow repairs; these have a greater tendency to crack.
- Apply Concrete Slurry where a consolidant is of benefit.
- Saturate substrate with clean water, (saturated surface dry/SSD), with no standing water during *Priming* or *Application*.
- Remove concrete from corroded steel and several inches beyond to expose non-corroded steel.
- Provide a 3/4 inch clearance between the concrete and steel.
- Damaged reinforcing steel should be inspected by a qualified engineer and appropriate action taken.

Priming

Stone, Terracotta and Concrete

- Prime the prepared substrate including all edges with a bond coat of *Mortar*. Work the bond coat into the substrate to ensure intimate contact and establish bond. The repair mortar must be applied into the plastic bond coat. If the bond coat dries, remove and re-apply.

Embedded Metal and Steel

- Remove all scaling rust from embedded metal and steel.
- Apply *ECII* anti-corrosion coating.

Mixing

- Mechanically mix using a low speed drill (400 - 600 rpm) and mixing paddle or mortar mixer
- Place 5 parts *Mortar* into a clean container and add 1 part water (3 oz. of water per 1 lb. *Mortar*)
- Mix continuously for 3 minutes to a uniform, lump-free consistency.
- Additional water will affect final cure. For multiple batches do not vary the water addition rate.
- Mix only as much material as can be placed in 15 - 20 minutes.
- Do not over mix, as this will entrain excess air.
- Do not re-temper, this will affect color.

Application

- At the time of application, surfaces should be saturated surface dry (SSD) but hold no standing water.
- Follow instructions for *Priming*
- Force the material against the edges of the repair, working toward the center.
- Material may be applied in multiple lifts of not less than 3/8 inch if necessary. It is recommended to install full depth whenever possible. If patching in lifts, be sure to allow each lift to stiffen to thumb-print hardness before continuing. If lifts are allowed to cure overnight, begin with new SSD and putty coat applications. Be sure to score and scratch the surface between lifts to create a rough open pore face for the subsequent lift.
- Over-build final lift by 1/4 inch.
- Shave to final form with trowel edge up to 2 hours after application.
- Do not overwork the finish.

Curing

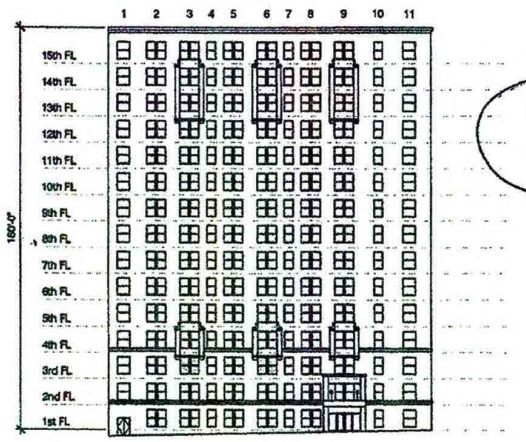
- Keep damp with a fine mist of water for 24 hours. Refer to ACI 308R-01 for detailed curing recommendations. If repair is inaccessible, tape polyethylene over area to retain moisture. Do not allow polyethylene to contact material.
- Protect repair from direct sunlight, wind, rain and frost during curing period.

Clean Up

- Clean tools and equipment with water immediately after use. Cured material must be removed mechanically.

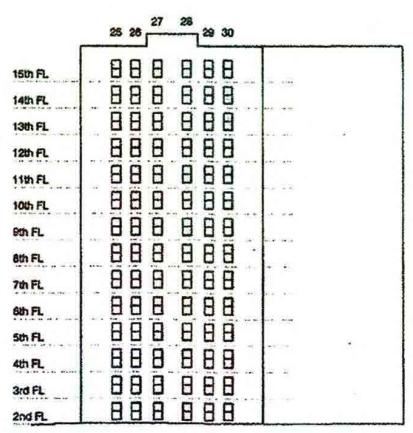
5 DECORATIVE STONE REPAIR

NTS



6 WEST ELEVATION

NTS



8 PARTIAL EAST ELEVATION

NTS

JOHN KLAUSZ, A.I.A
114 JEFFERSON STREET
HOBOKEN, NJ 07030
PHONE: 201-659-6235

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REGISTERED ARCHITECT JOHN KLAUSZ NO. 013422 UNIVERSITY OF THE STATE OF NEW YORK

EXTERIOR REPAIR

720 WEST END AVENUE - NEW YORK, NY

FOR FACADE REPAIR WORK ONLY

MARK	DATE	DESCRIPTION

PROJECT No: 1703-001
DESIGNED BY: J. KLAUSZ
DRAWN BY: J. RAMIREZ
CHECKED BY: J. KLAUSZ
DATE: 02/28/17
SHEET TITLE

PLOT PLAN,

DRAWING NO.

A-101.00

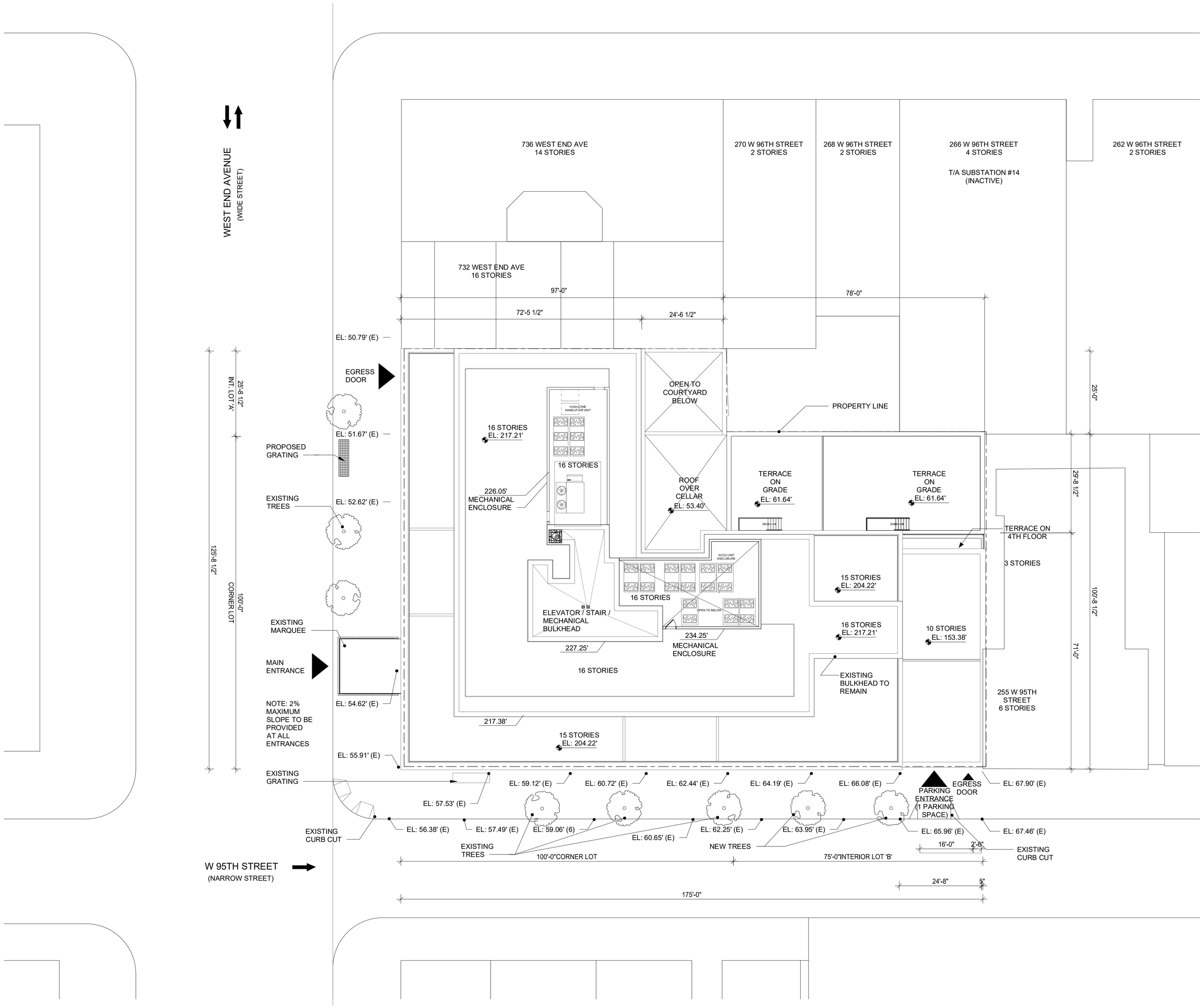
SCALE: AS NOTED | SHEET NO.: 3 of 3

J:\Projects\2017\1703-001\Cad\00-Sht\SHEET\2017-ARA-193.dwg [3] Dave Heller, 15, 2017 - 8:52pm plot_2

FLOOR PLANS

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LEGEND
- UNITS
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- VAULT (TREATED AS GENERAL COMMON ELEMENT)

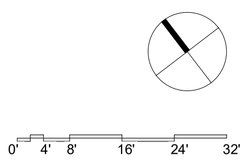


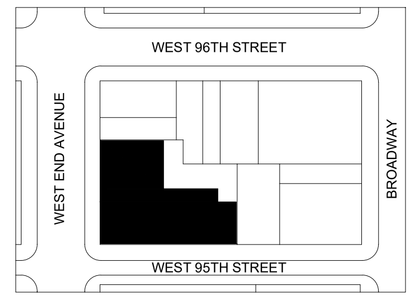
720 West End Avenue

New York, NY 10025
02/20/24

SITE PLAN

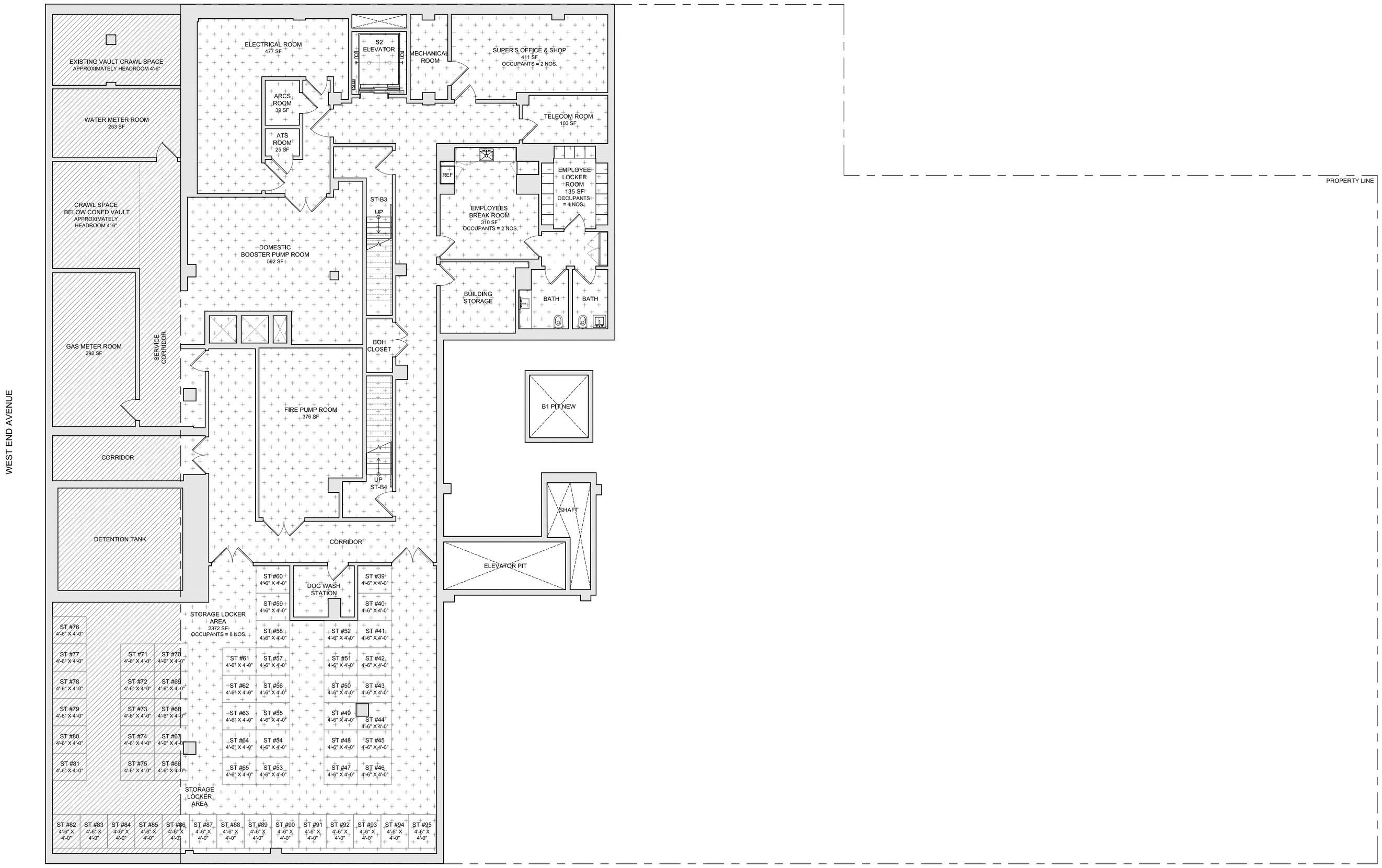
NOTES:
THIS FLOOR PLAN IS BASED ON CONSTRUCTION DRAWINGS AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. ALL DIMENSIONS SHOWN, IF ANY, ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SQUARE FOOTAGE SHOWN, IF ANY, EXCEEDS THE USABLE FLOOR.THE COMPLETE OFFERING TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.





LEGEND

- UNITS
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- VAULT (TREATED AS GENERAL COMMON ELEMENT)



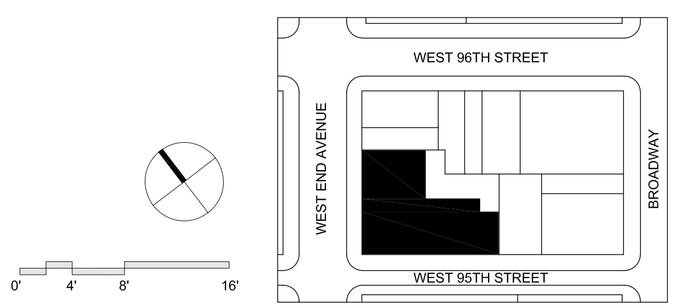
720 West End Avenue

New York, NY 10025

02/20/24

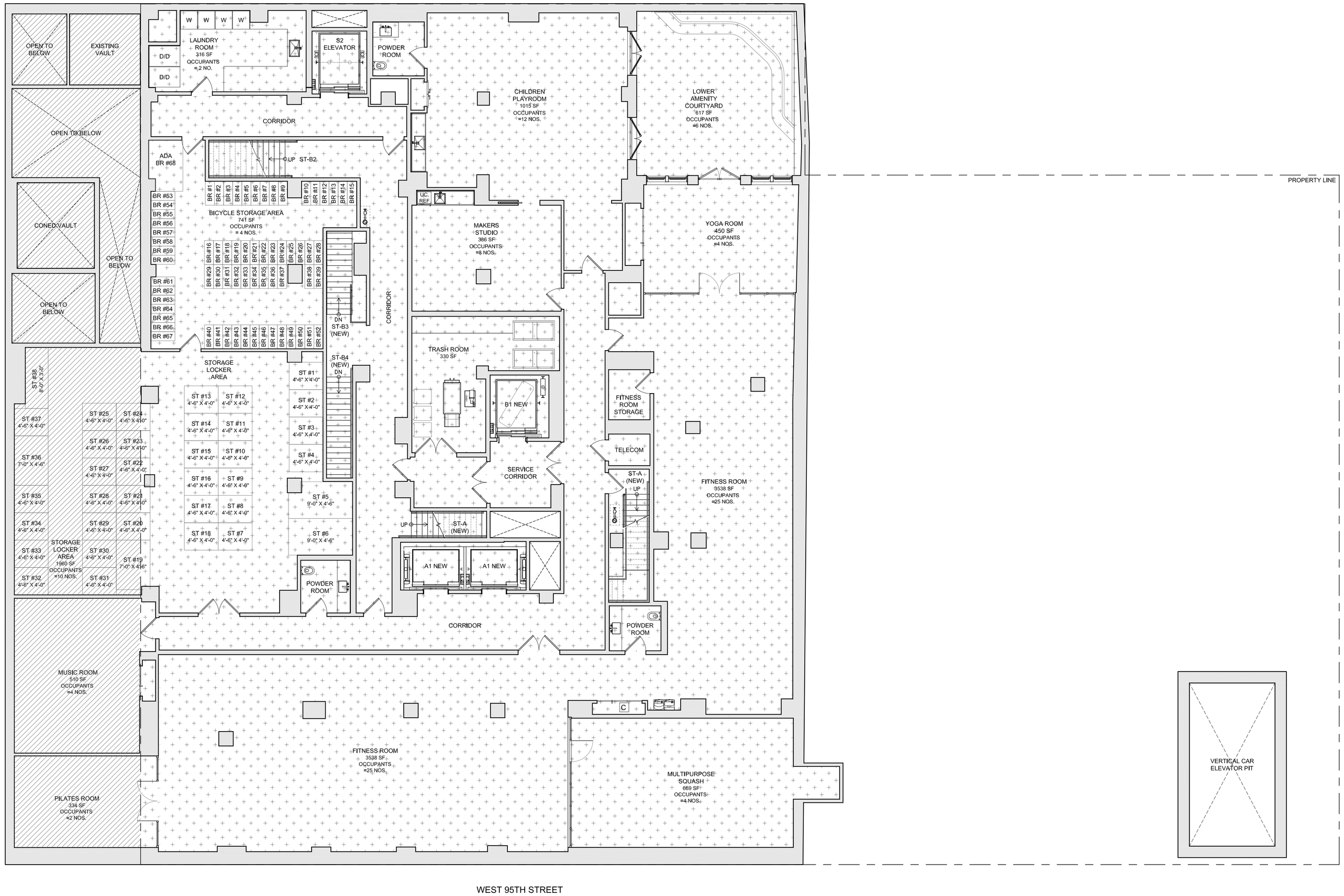
SUB CELLAR FLOOR PLAN

NOTES:
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LEGEND

- UNITS
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- VAULT (TREATED AS GENERAL COMMON ELEMENT)



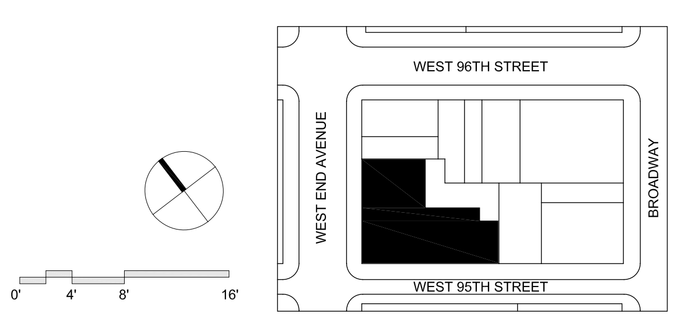
720 West End Avenue

New York, NY 10025

02/20/24

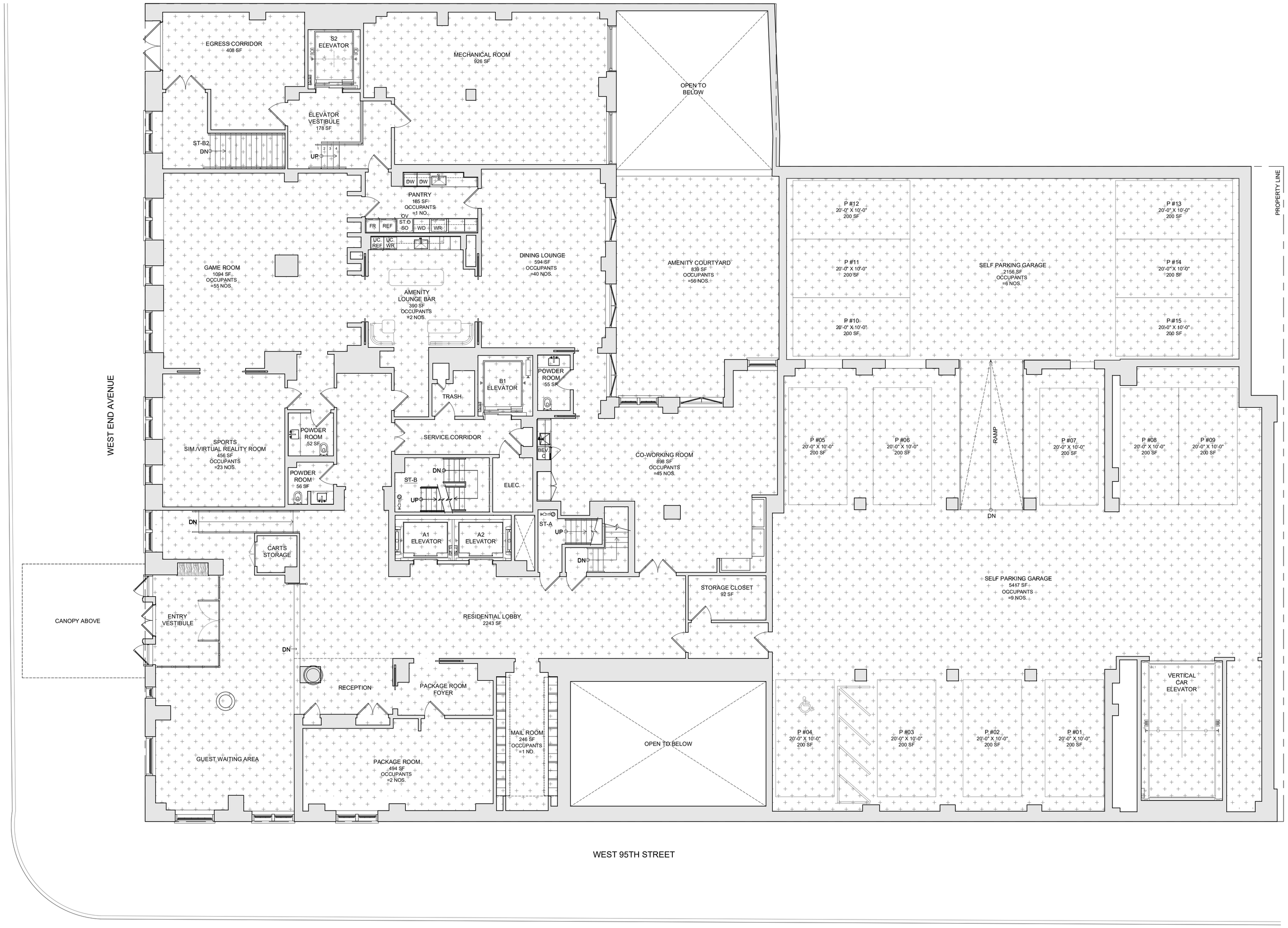
CELLAR FLOOR PLAN

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- LIMITED COMMON ELEMENT
- VAULT (TREATED AS GENERAL COMMON ELEMENT)



720 West End Avenue

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02/20/24

GROUND FLOOR PLAN

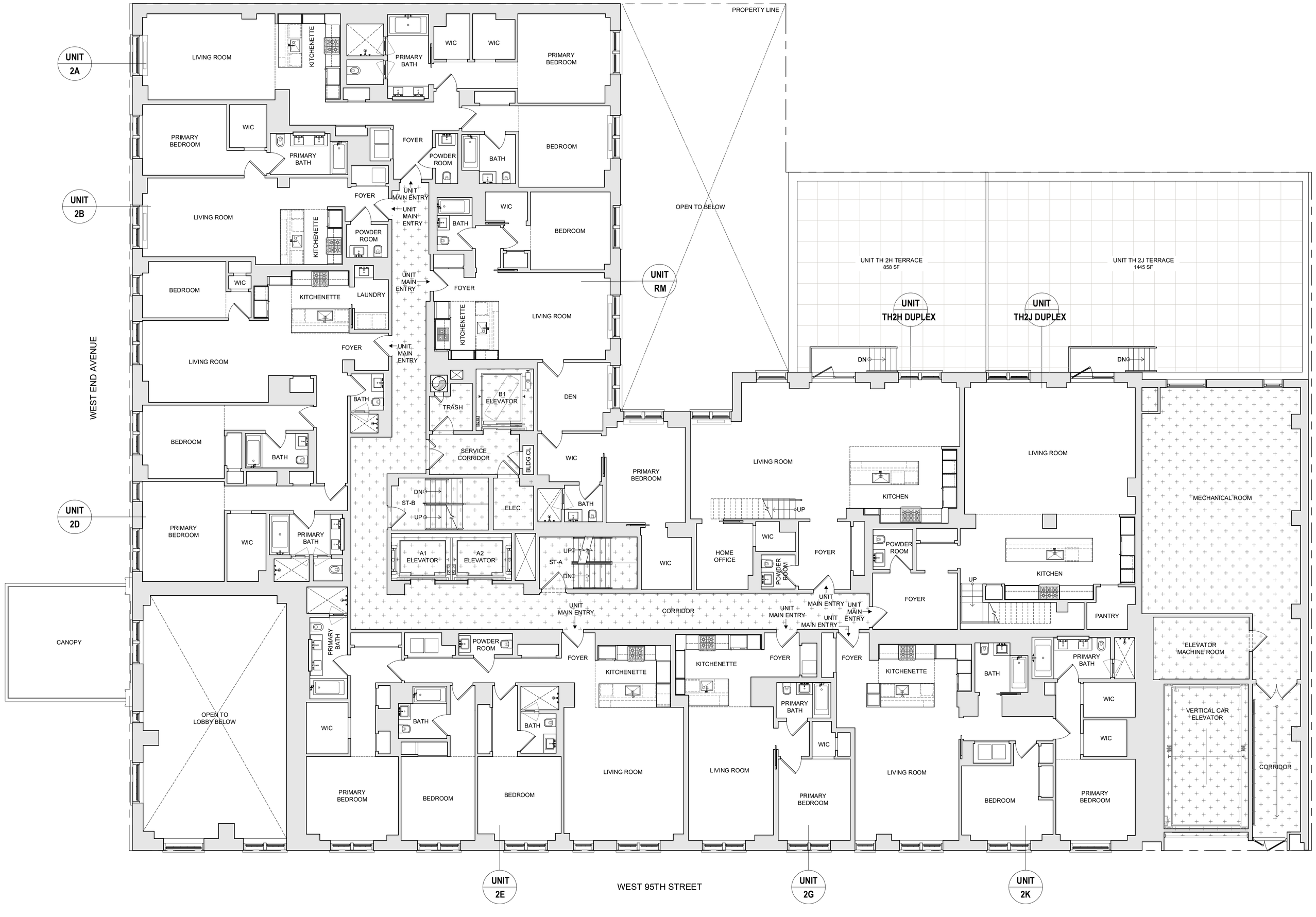
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0' 4' 8' 16'



LEGEND

- UNITS
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- VAULT (TREATED AS GENERAL COMMON ELEMENT)



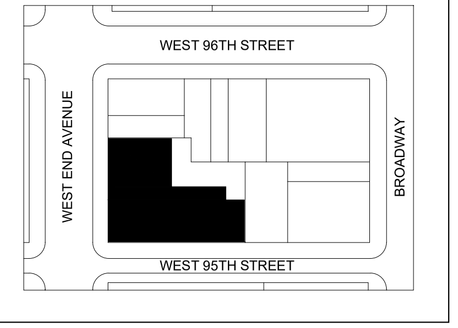
720 West End Avenue

New York, NY 10025
02/20/24

2ND FLOOR PLAN

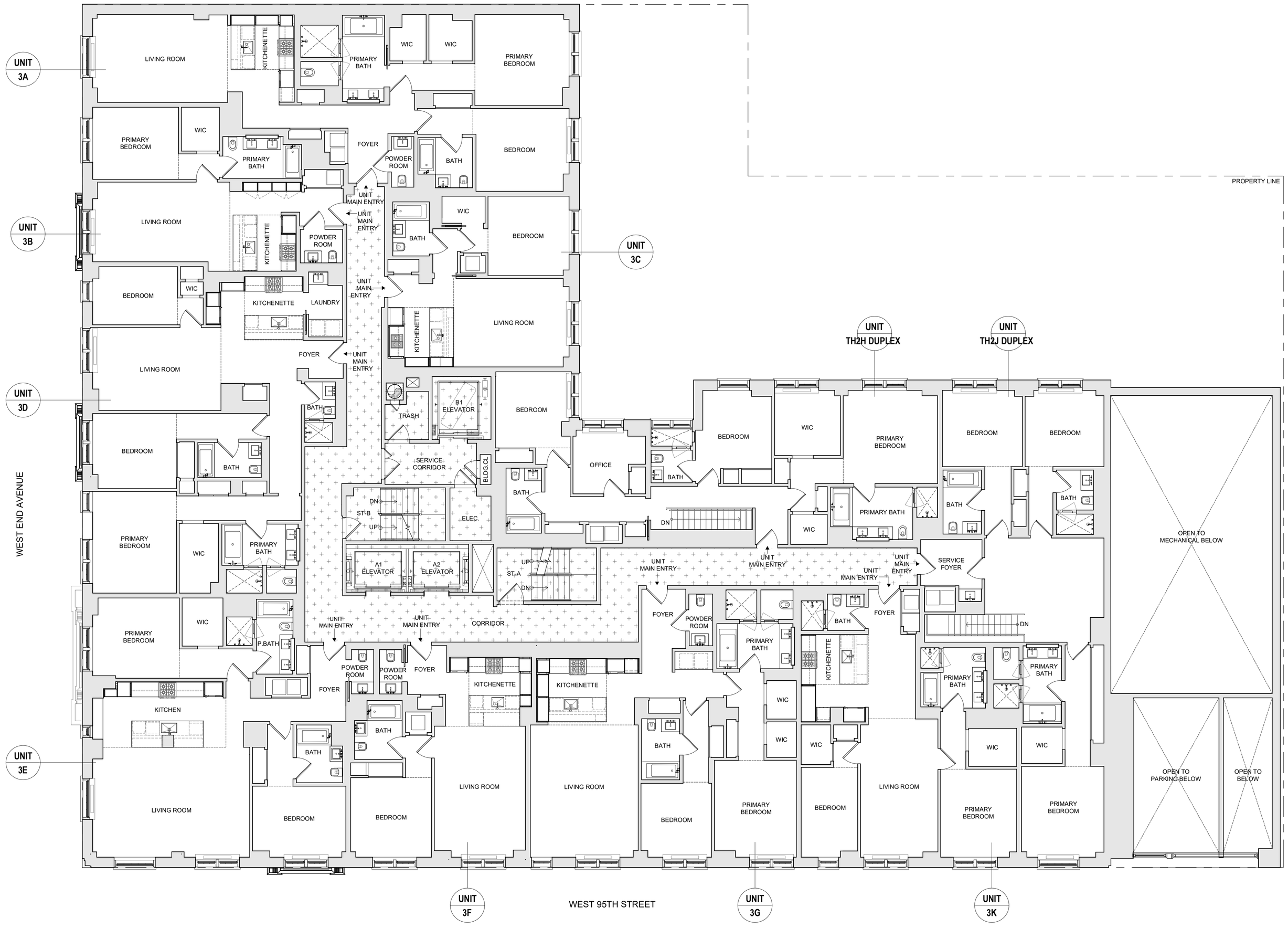
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LEGEND

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- LIMITED COMMON ELEMENT
- VAULT (TREATED AS GENERAL COMMON ELEMENT)



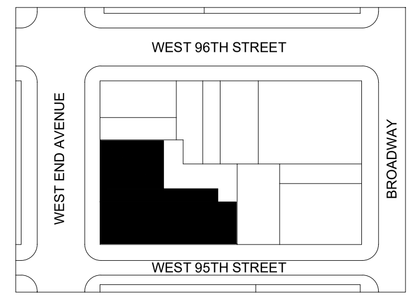
720 West End Avenue

New York, NY 10025
02/20/24

3RD FLOOR PLAN

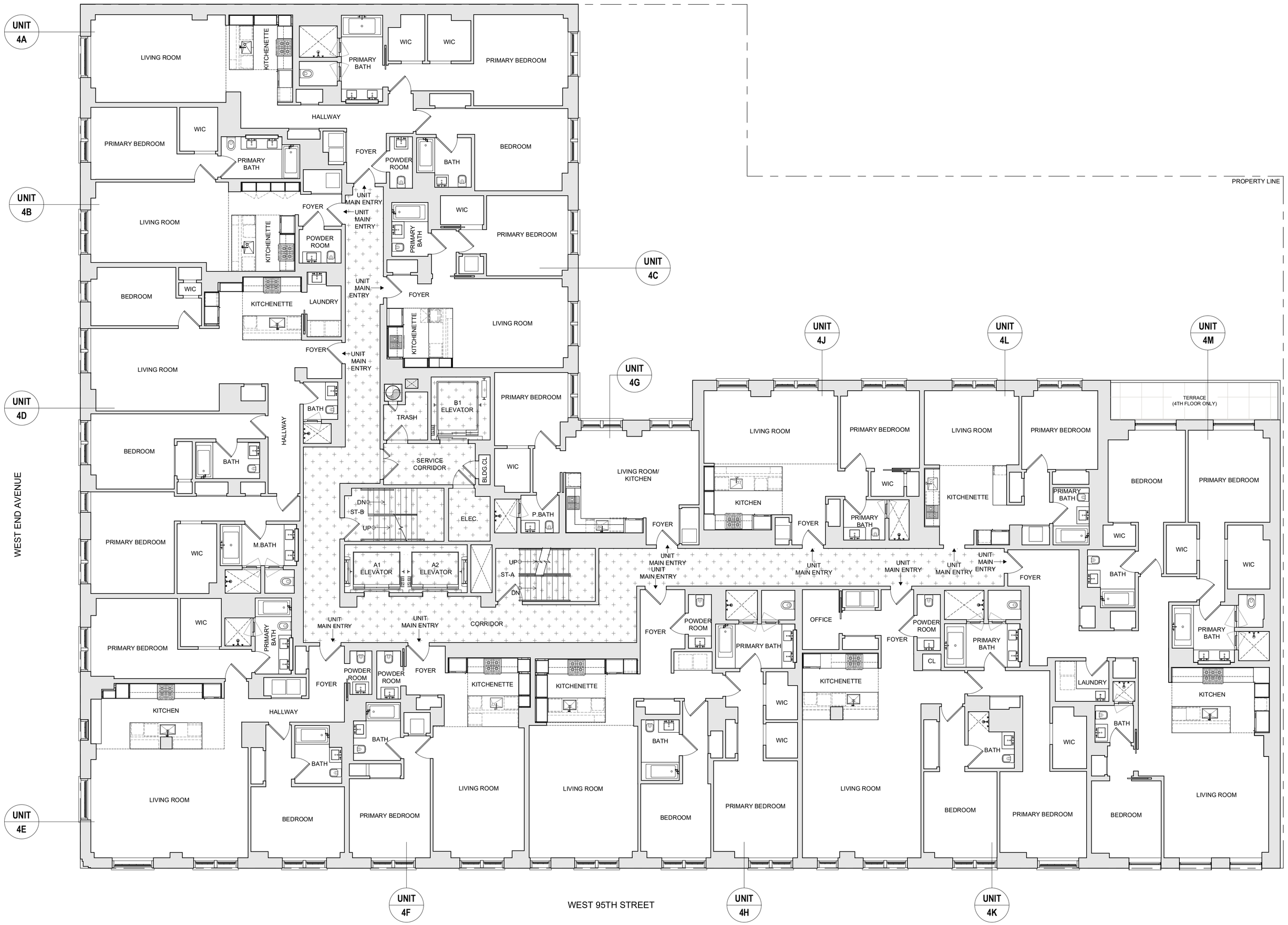
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LEGEND

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720 West End Avenue

New York, NY 10025
02/20/24

4TH-7TH FLOOR PLAN

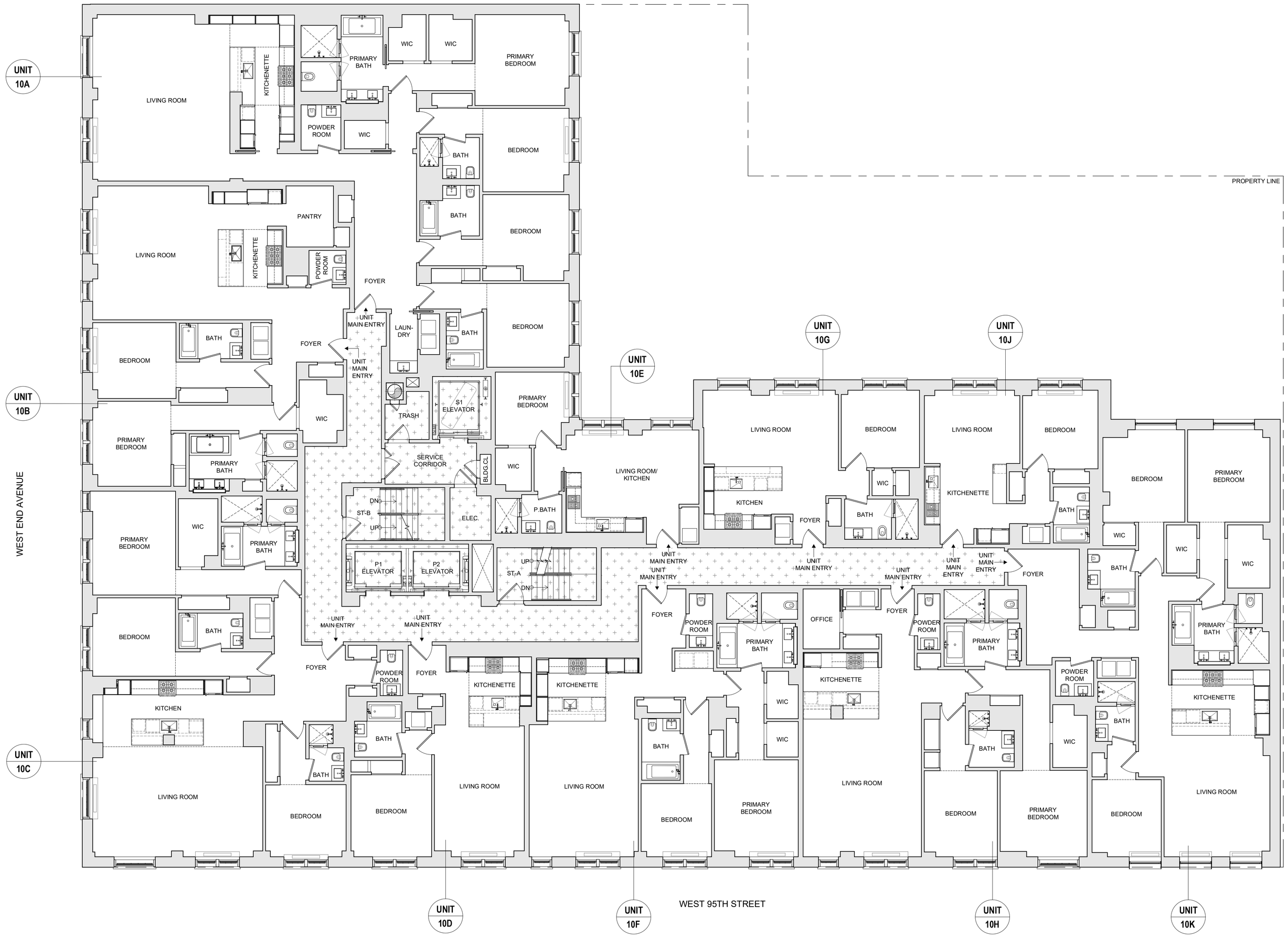
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LEGEND

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- VAULT (TREATED AS GENERAL COMMON ELEMENT)



720 West End Avenue

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02/20/24

8TH-10TH FLOOR PLAN

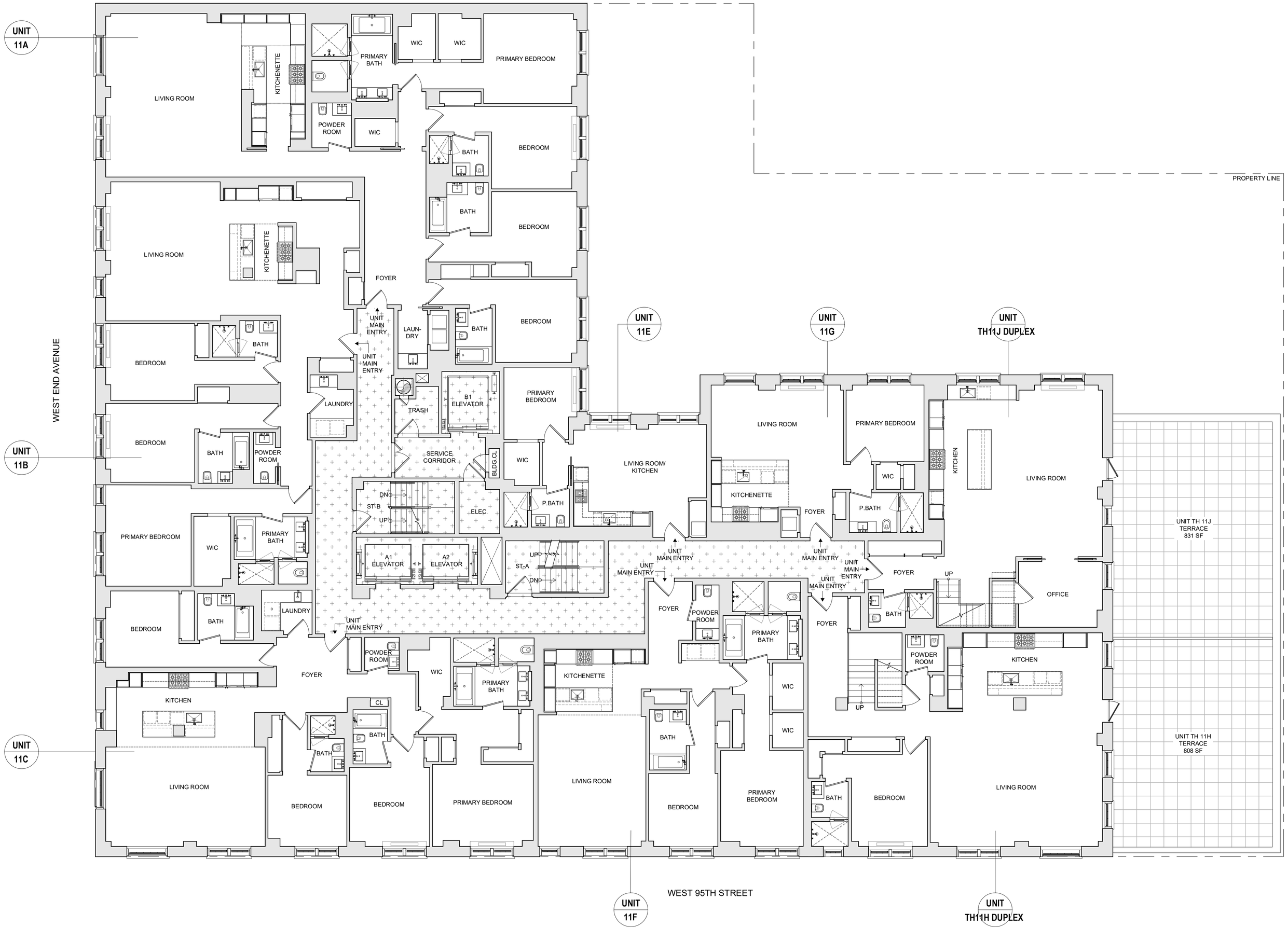
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LEGEND

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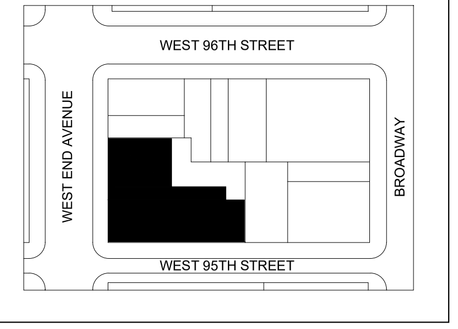
720 West End Avenue

New York, NY 10025
02/20/24

11TH
FLOOR PLAN

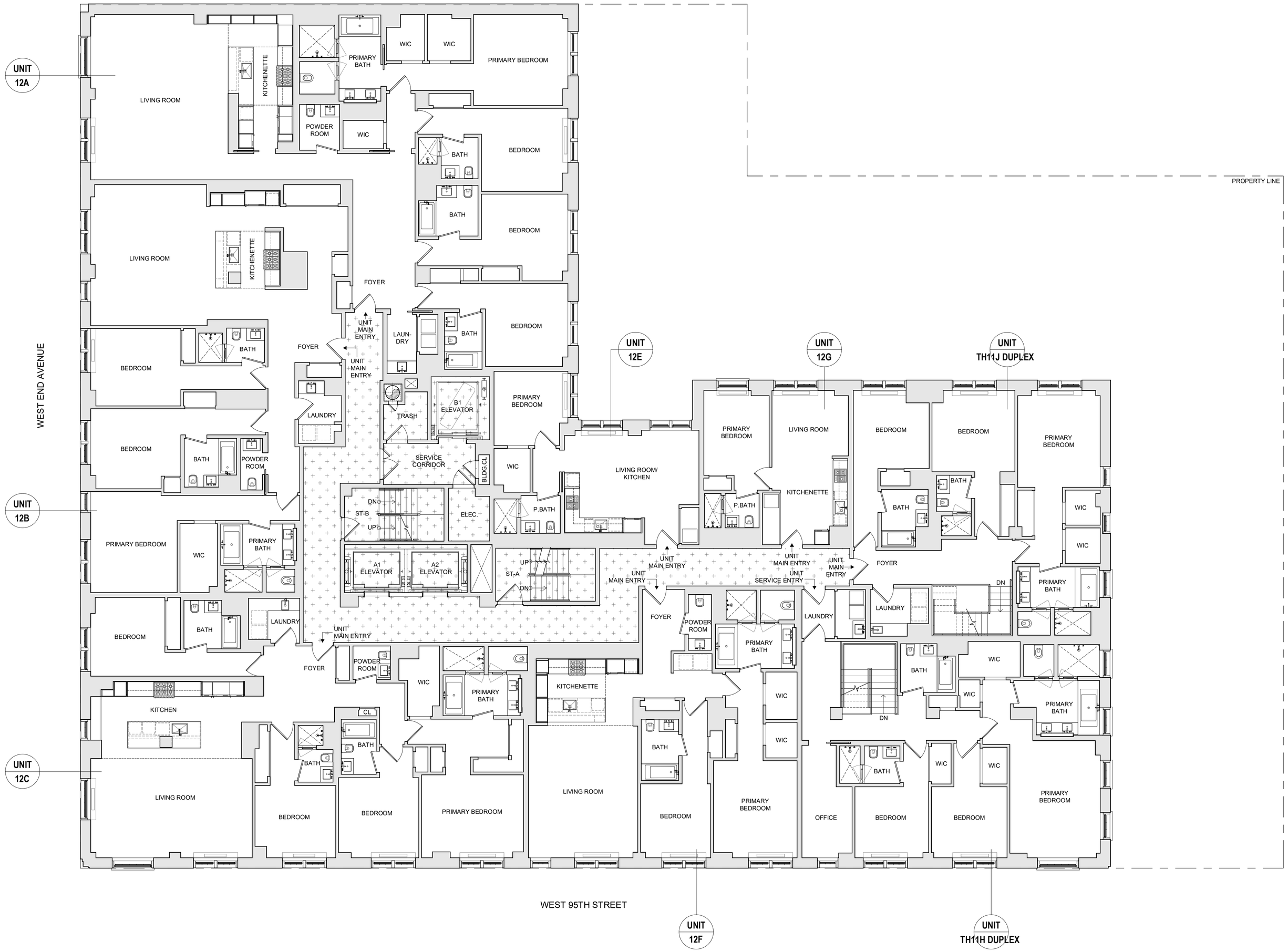
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LEGEND

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720 West End Avenue

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12TH FLOOR PLAN

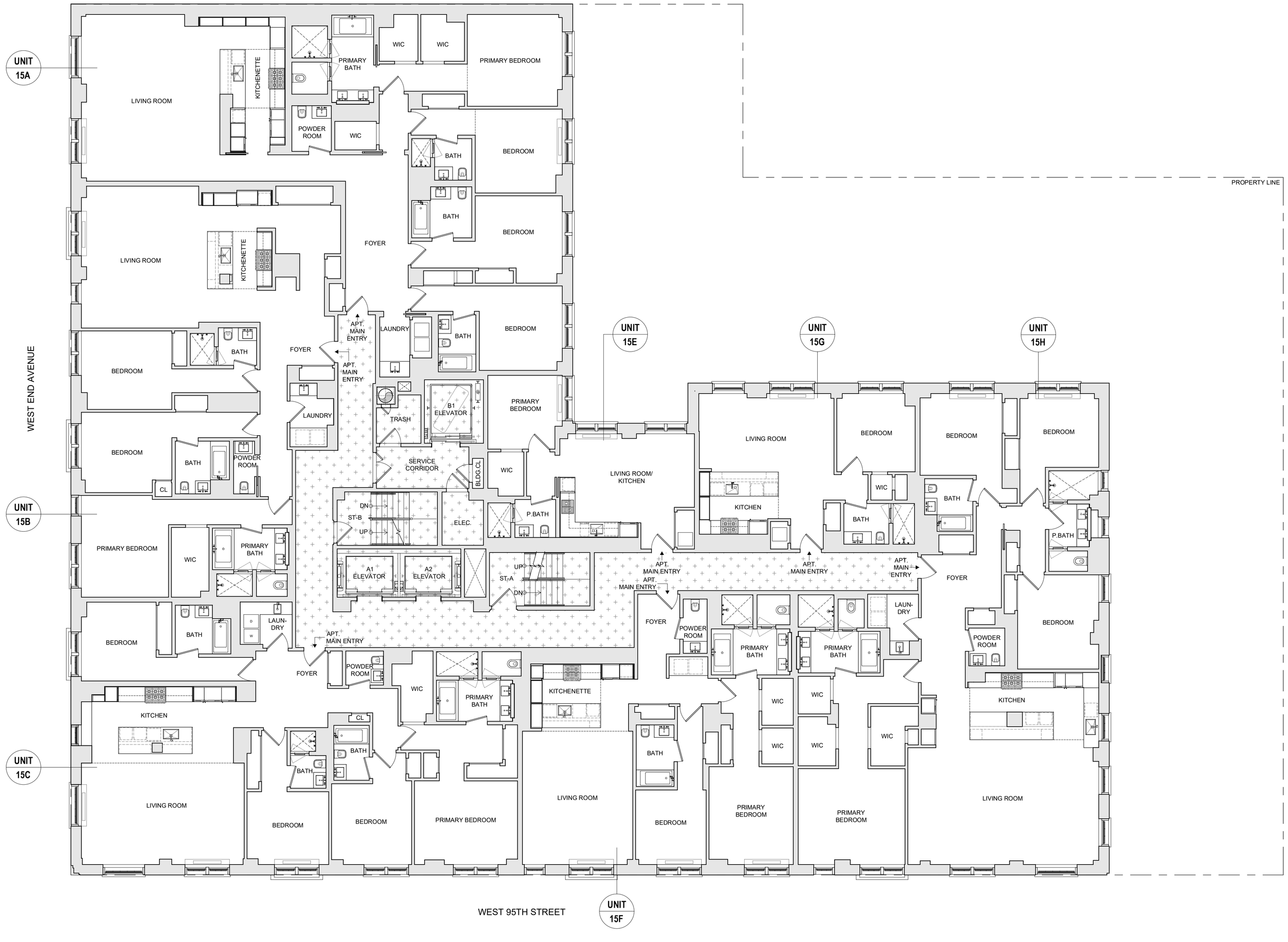
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LEGEND

- UNITS
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- VAULT (TREATED AS GENERAL COMMON ELEMENT)



353

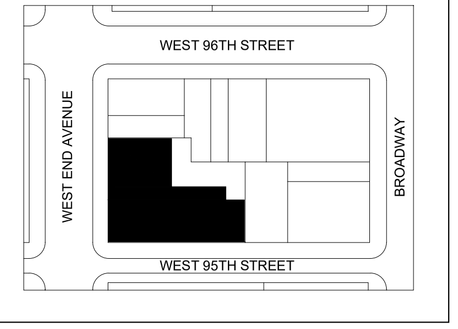
720 West End Avenue

New York, NY 10025
02/20/24

14TH-15TH FLOOR PLAN

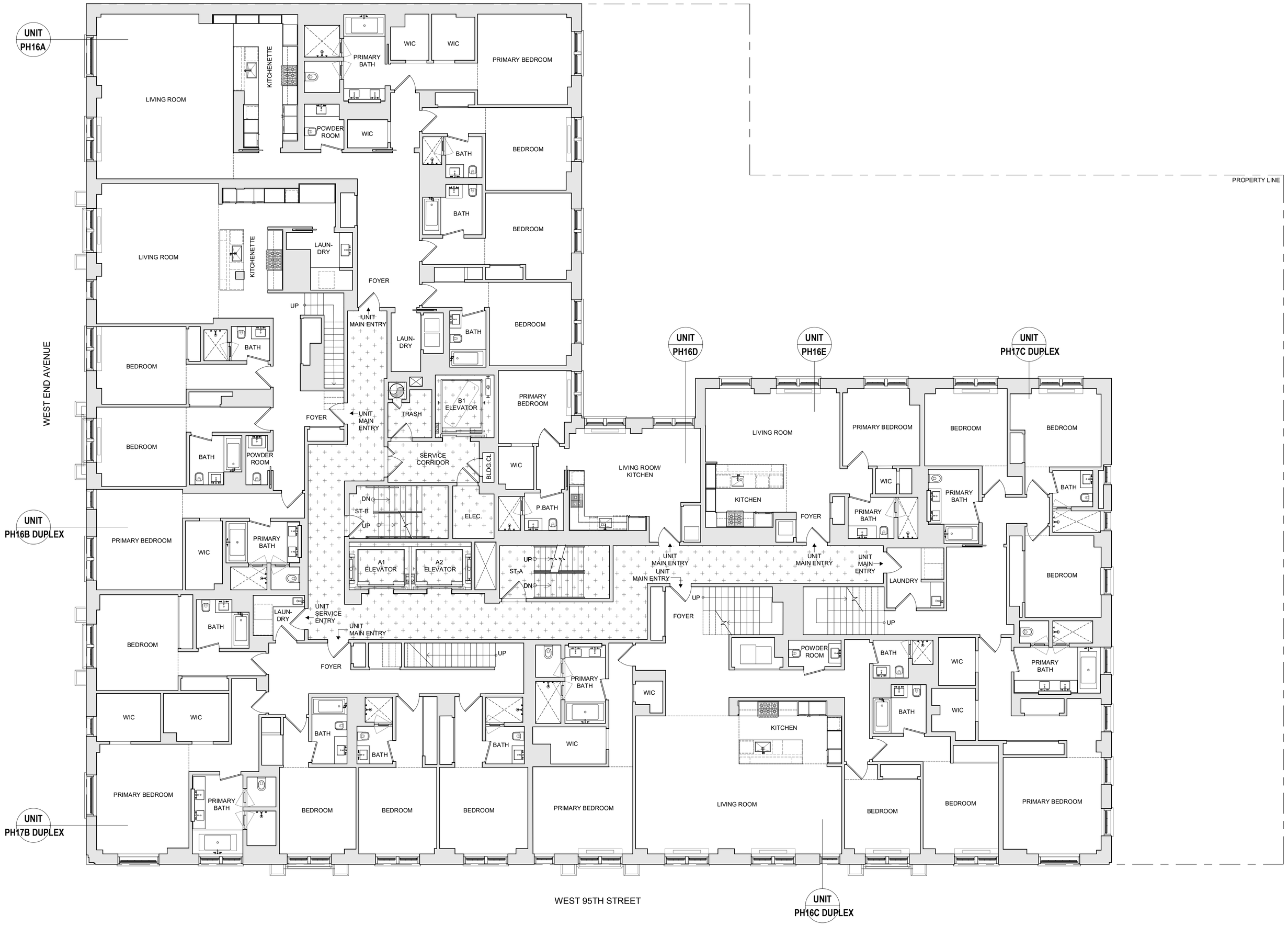
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720 West End Avenue

New York, NY 10025
02/20/24

16TH FLOOR PLAN

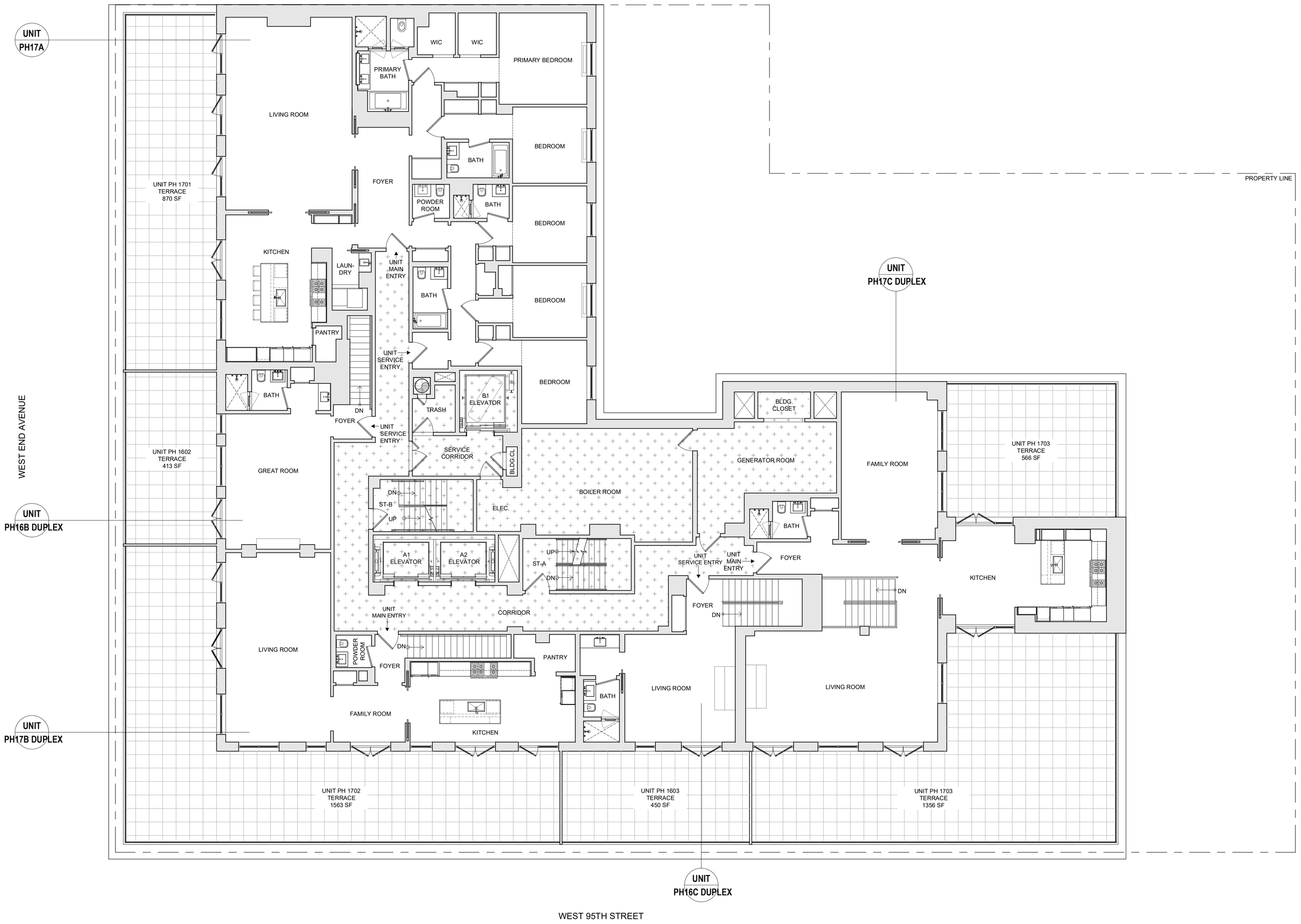
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LEGEND

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- LIMITED COMMON ELEMENT
- VAULT (TREATED AS GENERAL COMMON ELEMENT)



720 West End Avenue

New York, NY 10025
02/20/24

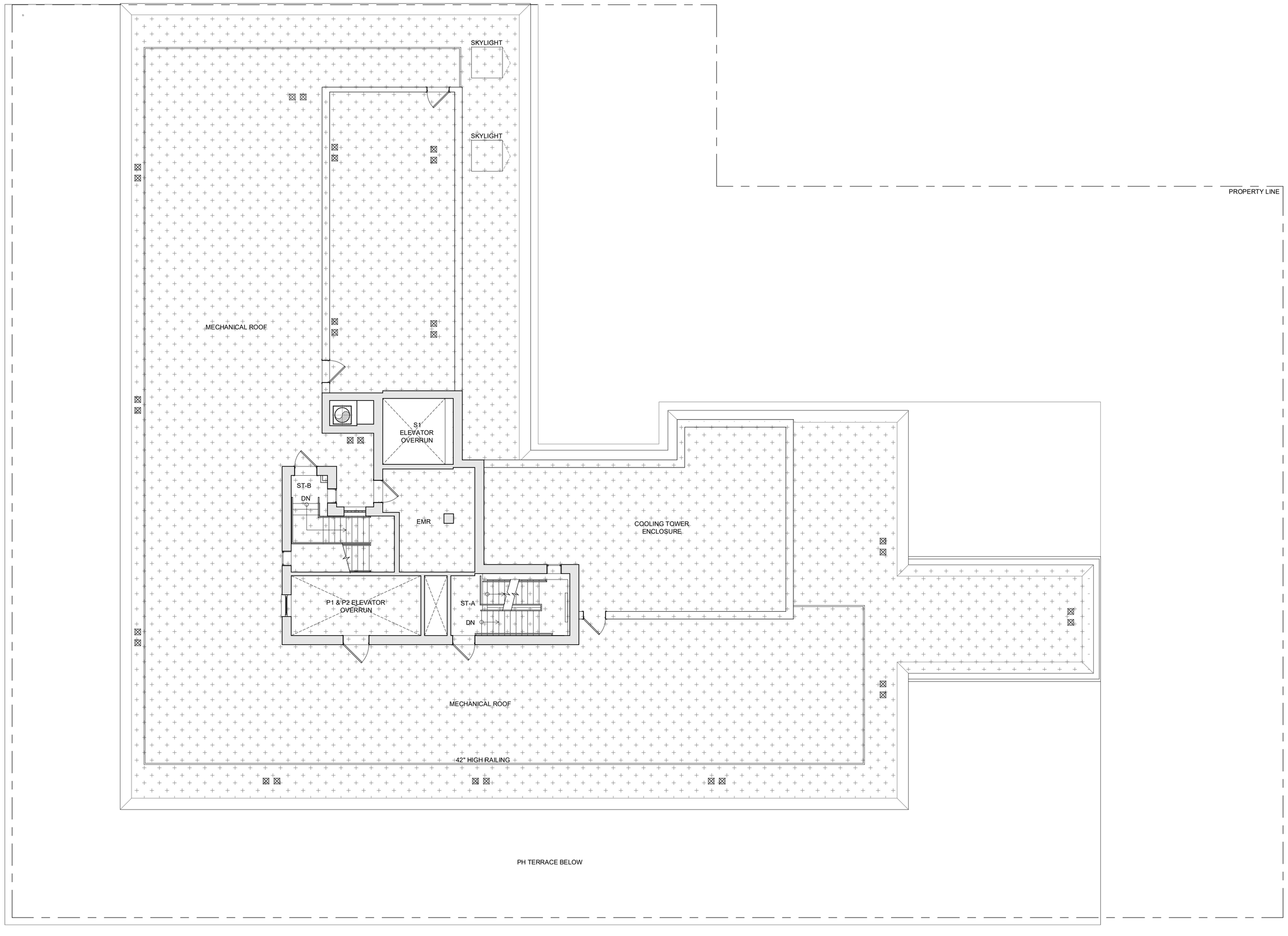
PH
FLOOR PLAN

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LEGEND
- UNITS
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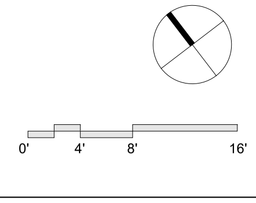


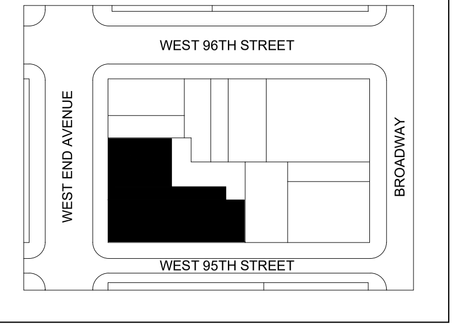
720 West End Avenue

New York, NY 10025
02/20/24

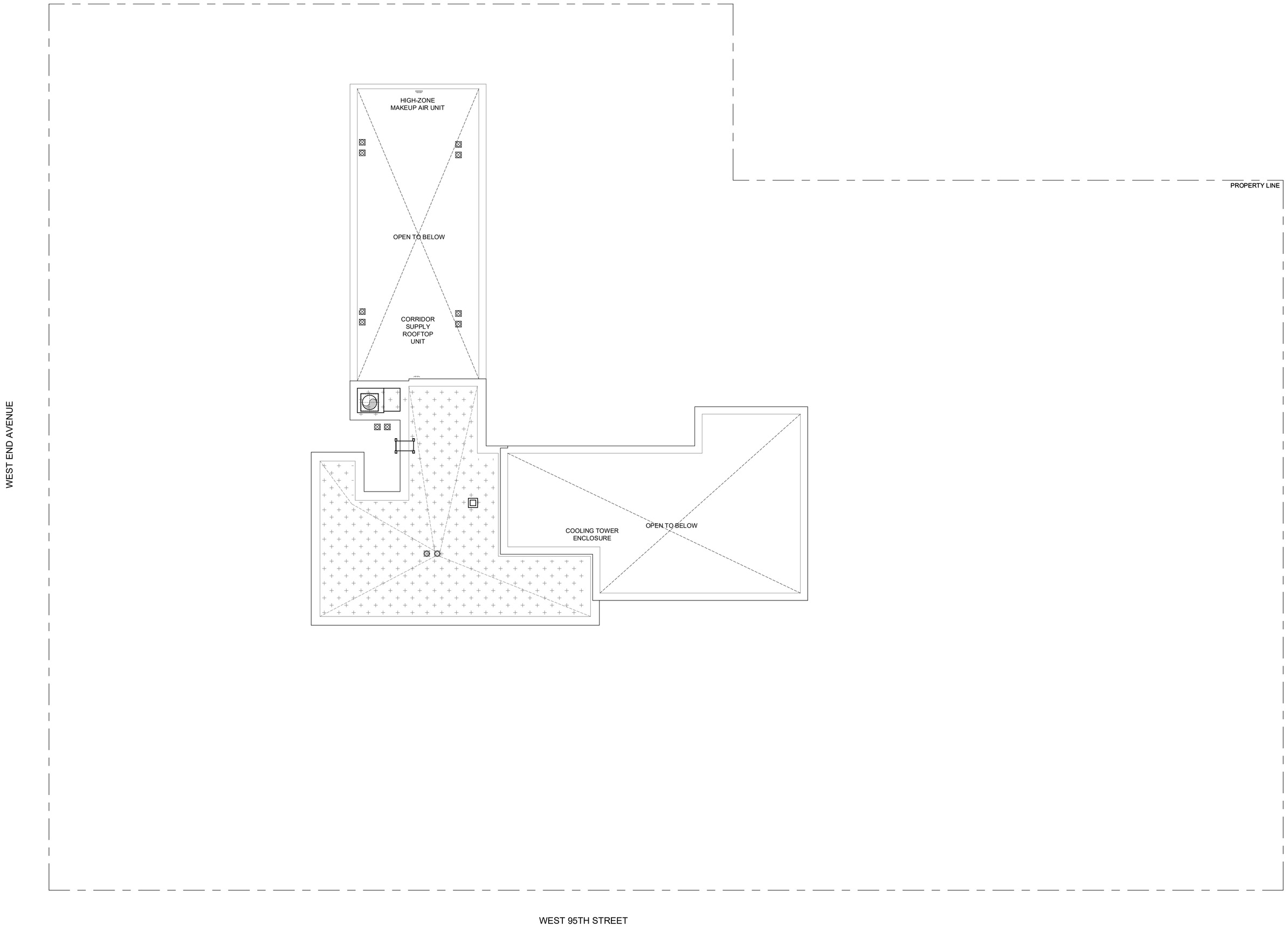
ROOF FLOOR PLAN

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LEGEND
- UNITS
- GENERAL COMMON ELEMENT
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- VAULT (TREATED AS GENERAL COMMON ELEMENT)



720 West End Avenue

New York, NY 10025
02/20/24

BULKHEAD FLOOR PLAN

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0' 4' 8' 16'



LEGEND

- UNITS
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- VAULT (TREATED AS GENERAL COMMON ELEMENT)



358

720 West End Avenue

New York, NY 10025
02/20/24

WEST 95TH STREET ELEVATION

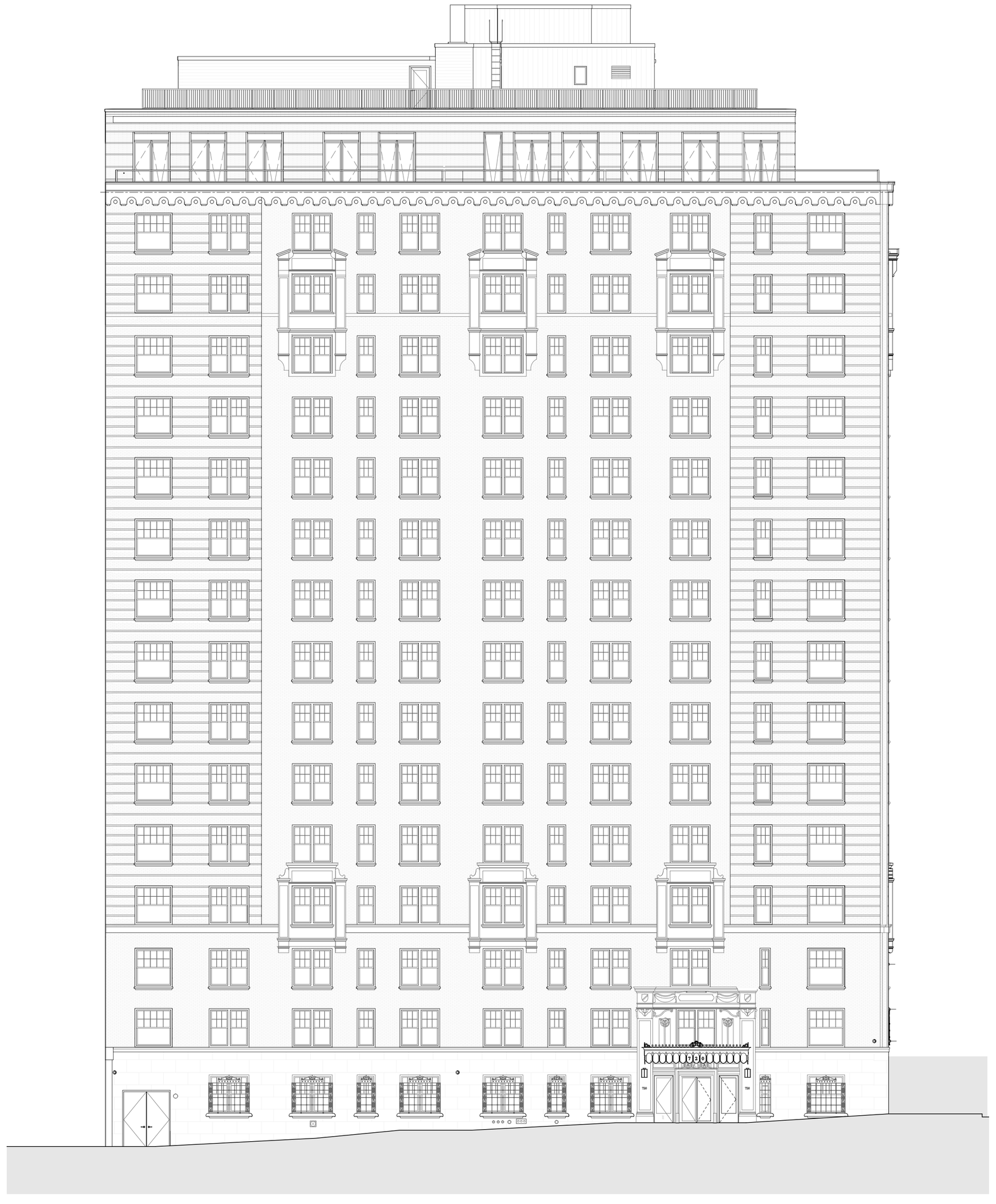
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0' 4' 8' 16' 24' 32'



LEGEND

- UNITS
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- VAULT (TREATED AS GENERAL COMMON ELEMENT)



720 West End Avenue

New York, NY 10025
02/20/24

WEST END AVENUE ELEVATION

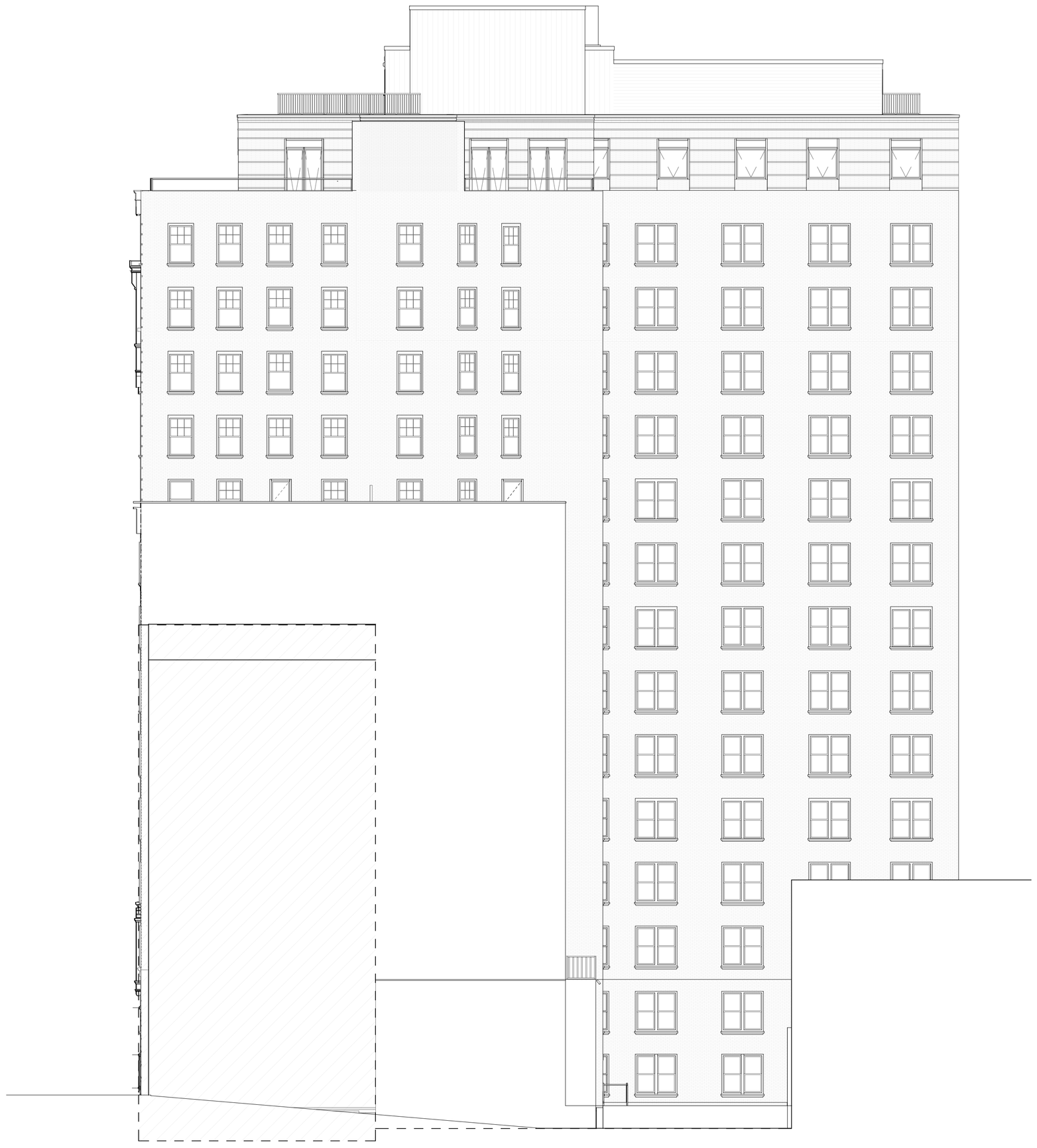
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LEGEND

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720 West End Avenue

New York, NY 10025
02/20/24

EAST ELEVATION

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0' 4' 8' 16' 24' 32'



360

LEGEND

- UNITS
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- VAULT (TREATED AS GENERAL COMMON ELEMENT)



720 West End Avenue

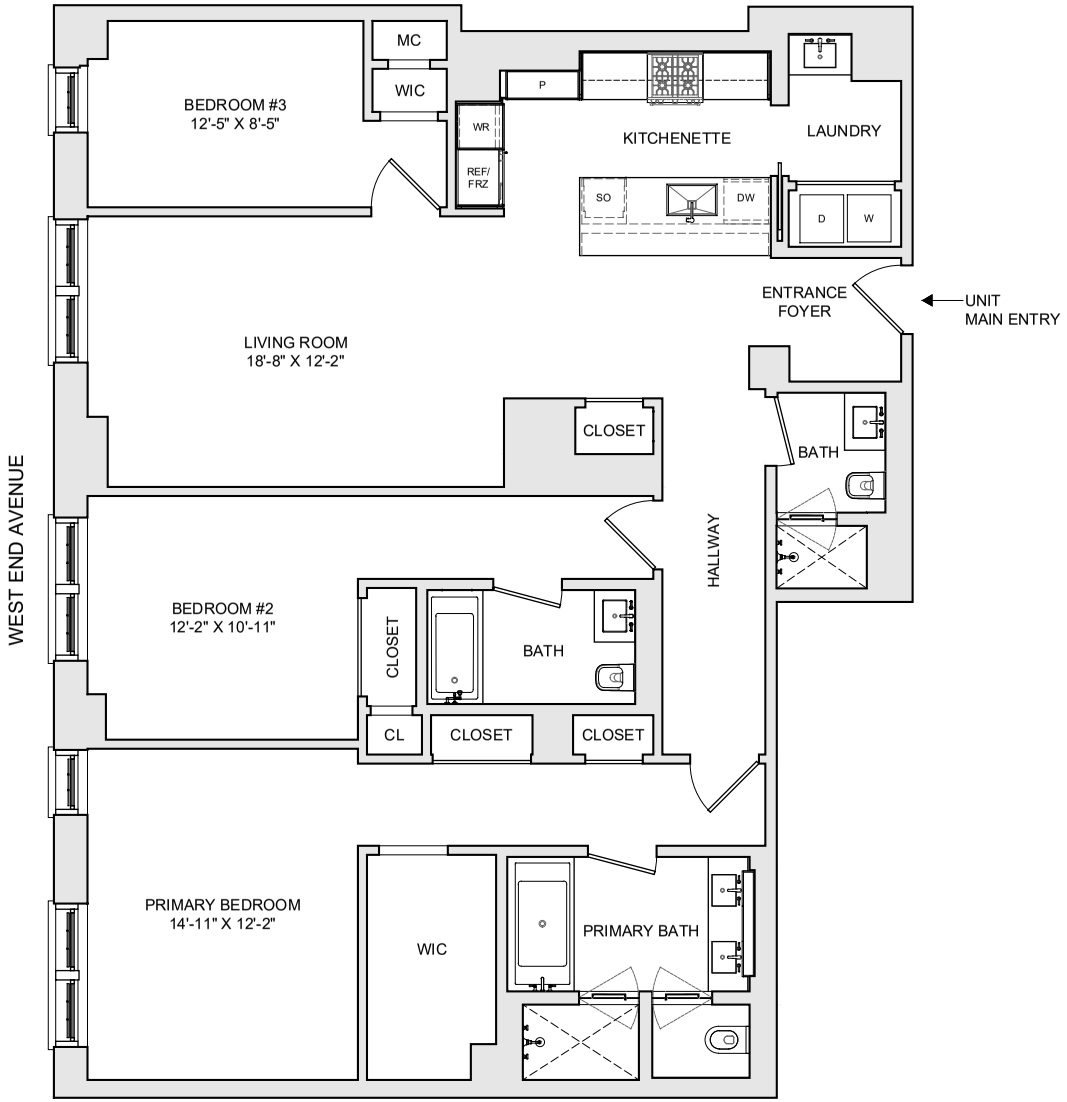
New York, NY 10025
02/20/24

NORTH ELEVATION

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0' 4' 8' 16' 24' 32'





LEGEND

- REF - REFRIGERATOR
- FRZ - FREEZER
- DW - DISHWASHER
- WR - WINE REFRIGERATOR
- SO - SPEED OVEN
- ST.O - STEAM OVEN
- MW - MICROWAVE
- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY

362

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

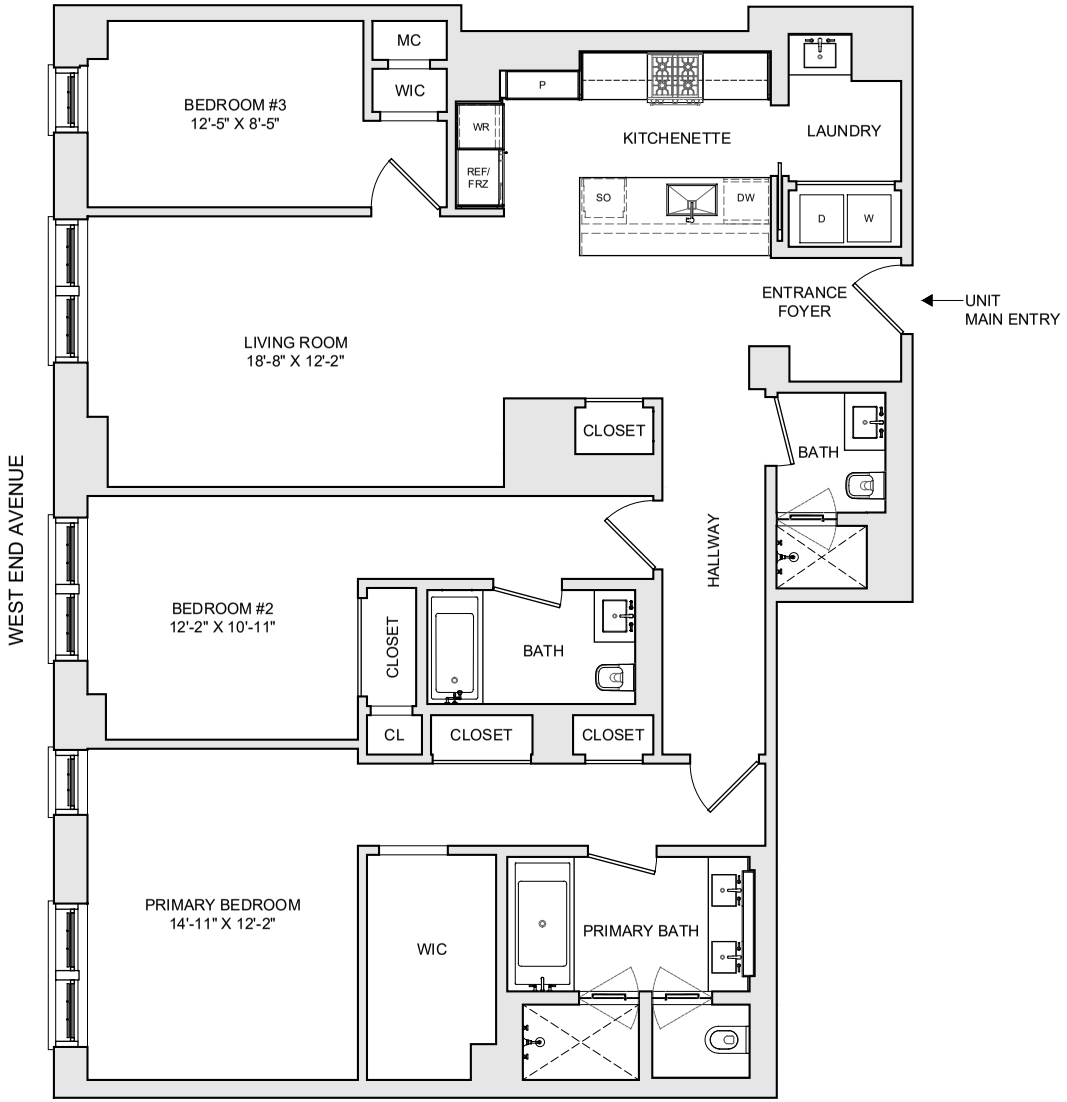
02/20/24

UNIT 2D
3 BED,3 BATH
1684 SF

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LEGEND

REF	- REFRIGERATOR
FRZ	- FREEZER
DW	- DISHWASHER
WR	- WINE REFRIGERATOR
SO	- SPEED OVEN
ST.O	- STEAM OVEN
MW	- MICROWAVE
W	- WASHER
D	- DRYER
W/D	- STACKED WASHER DRYER
P	- PANTRY

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

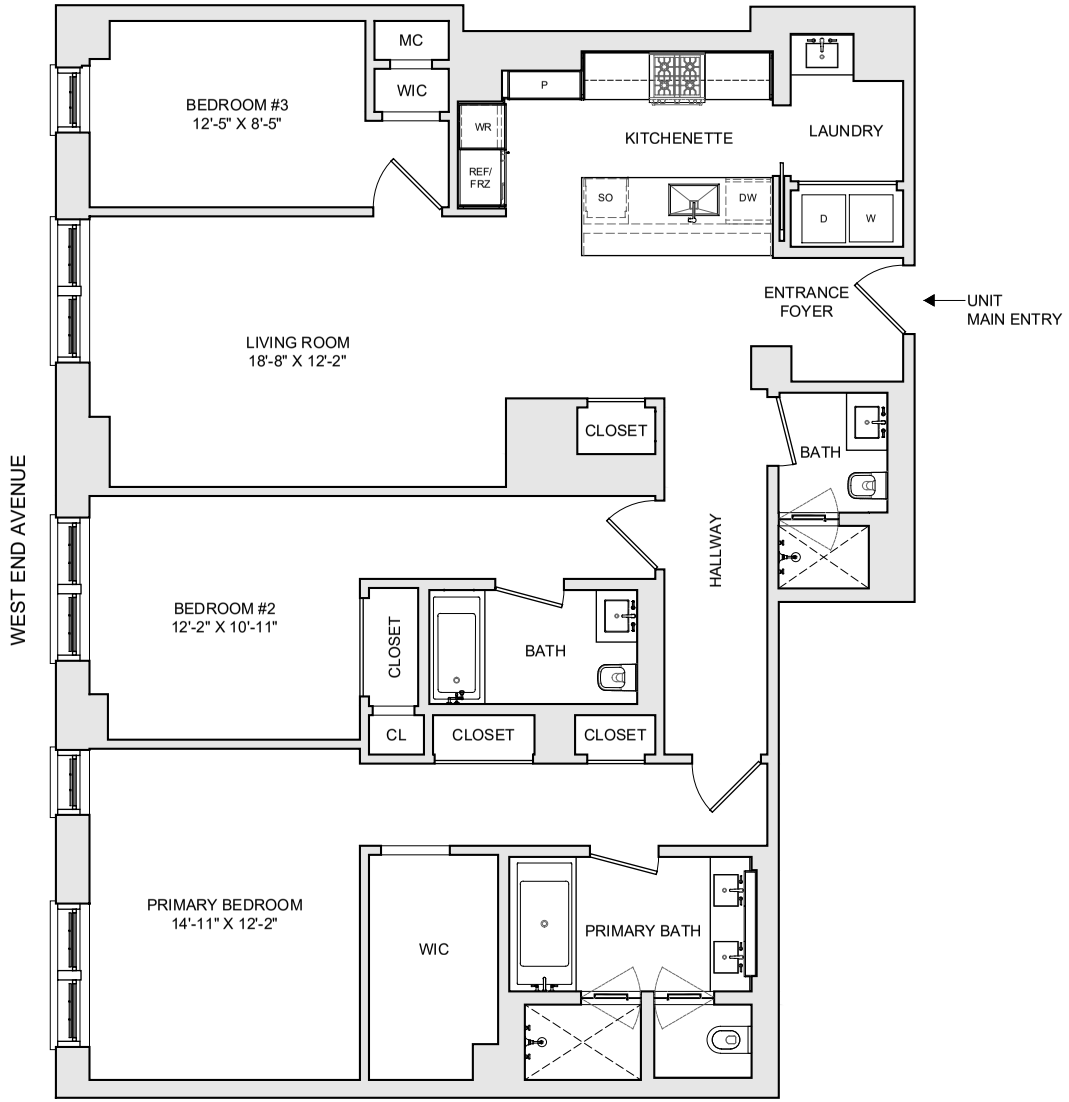
02/20/24

UNIT 3D
3 BED,3 BATH
1681 SF

NOTES:

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LEGEND

REF	- REFRIGERATOR
FRZ	- FREEZER
DW	- DISHWASHER
WR	- WINE REFRIGERATOR
SO	- SPEED OVEN
ST.O	- STEAM OVEN
MW	- MICROWAVE
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W/D	- STACKED WASHER DRYER
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New York, NY 10025

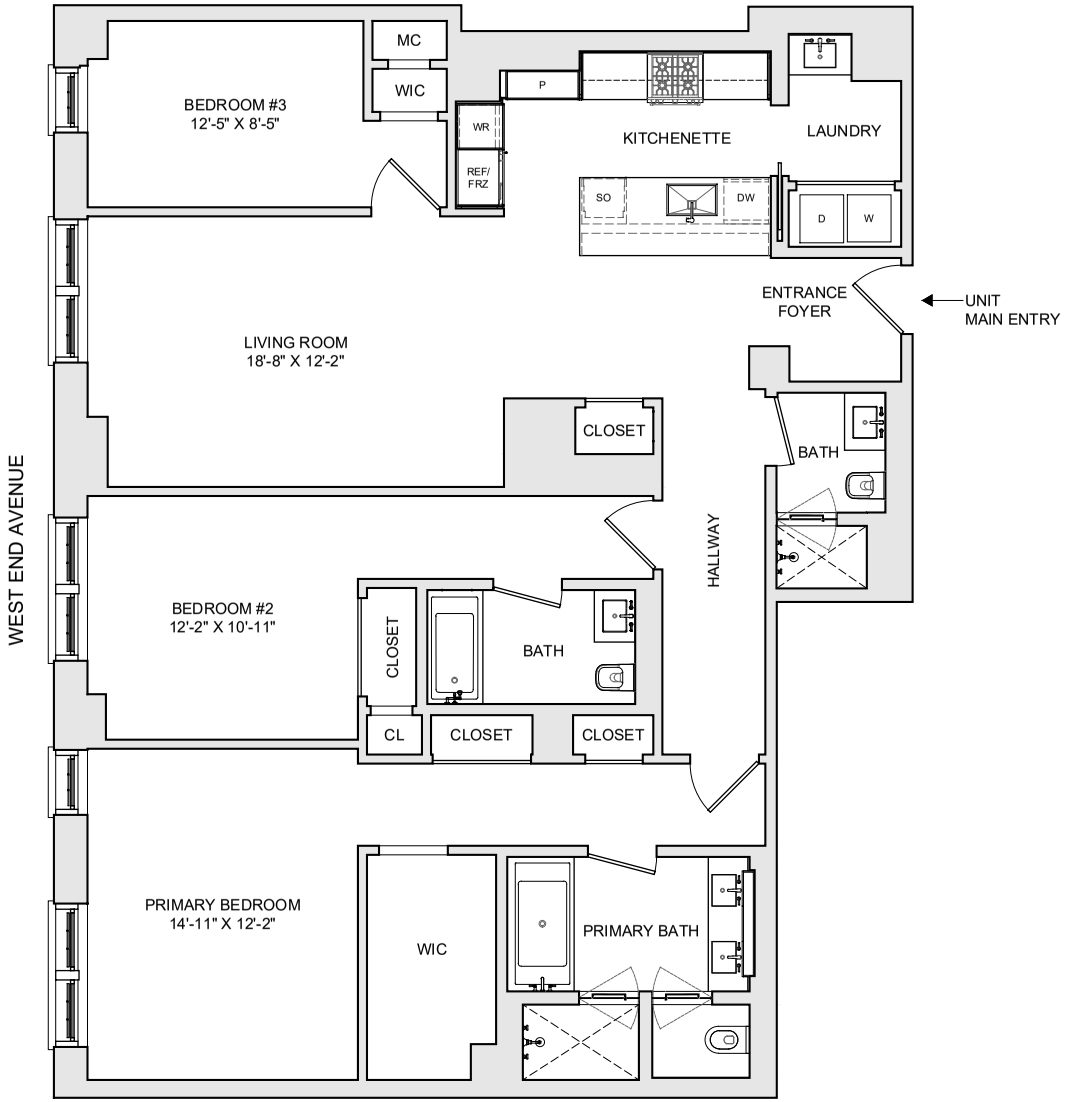
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UNIT 4D
3 BED,3 BATH
1681 SF

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New York, NY 10025

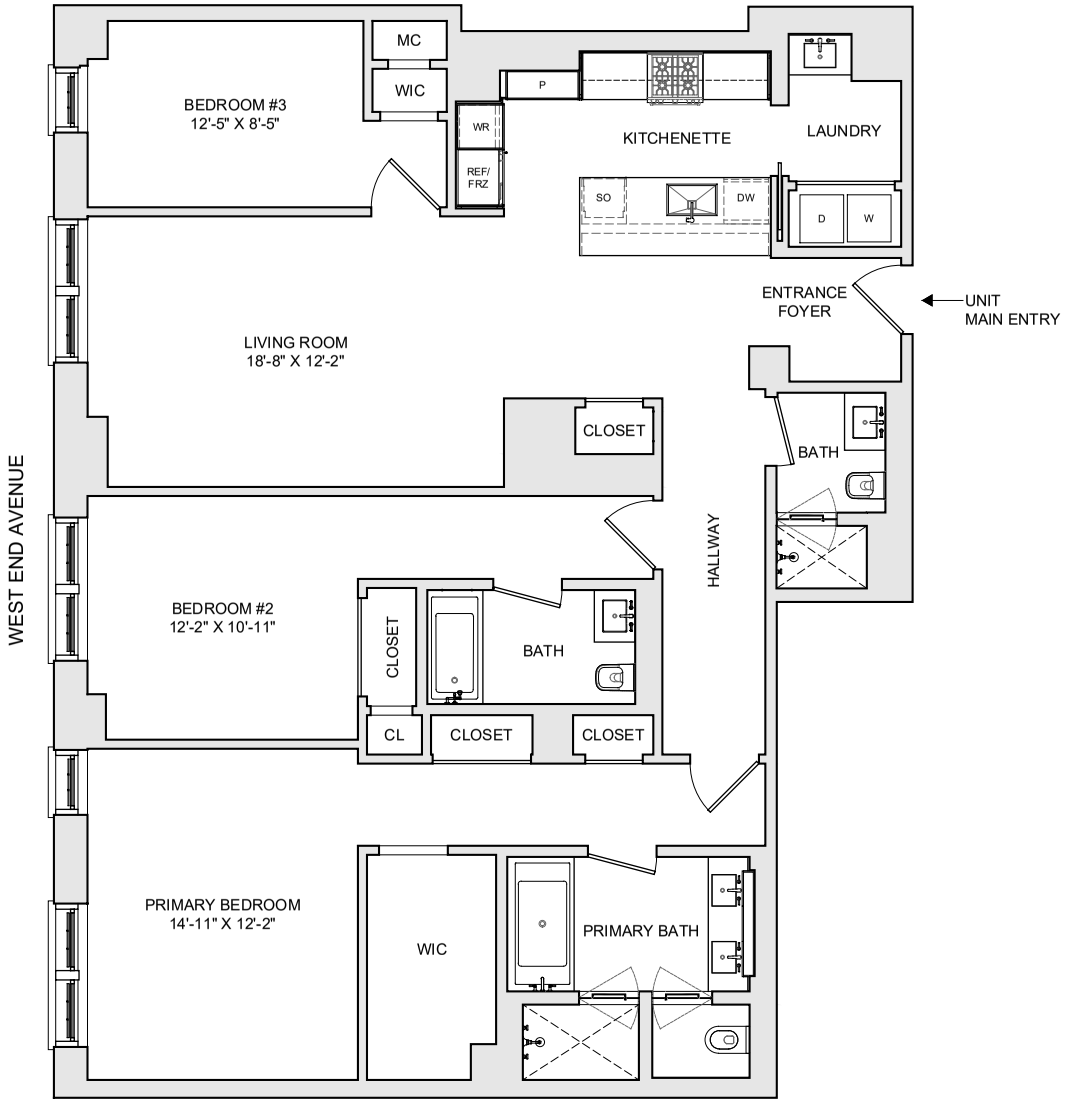
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UNIT 5D
3 BED,3 BATH
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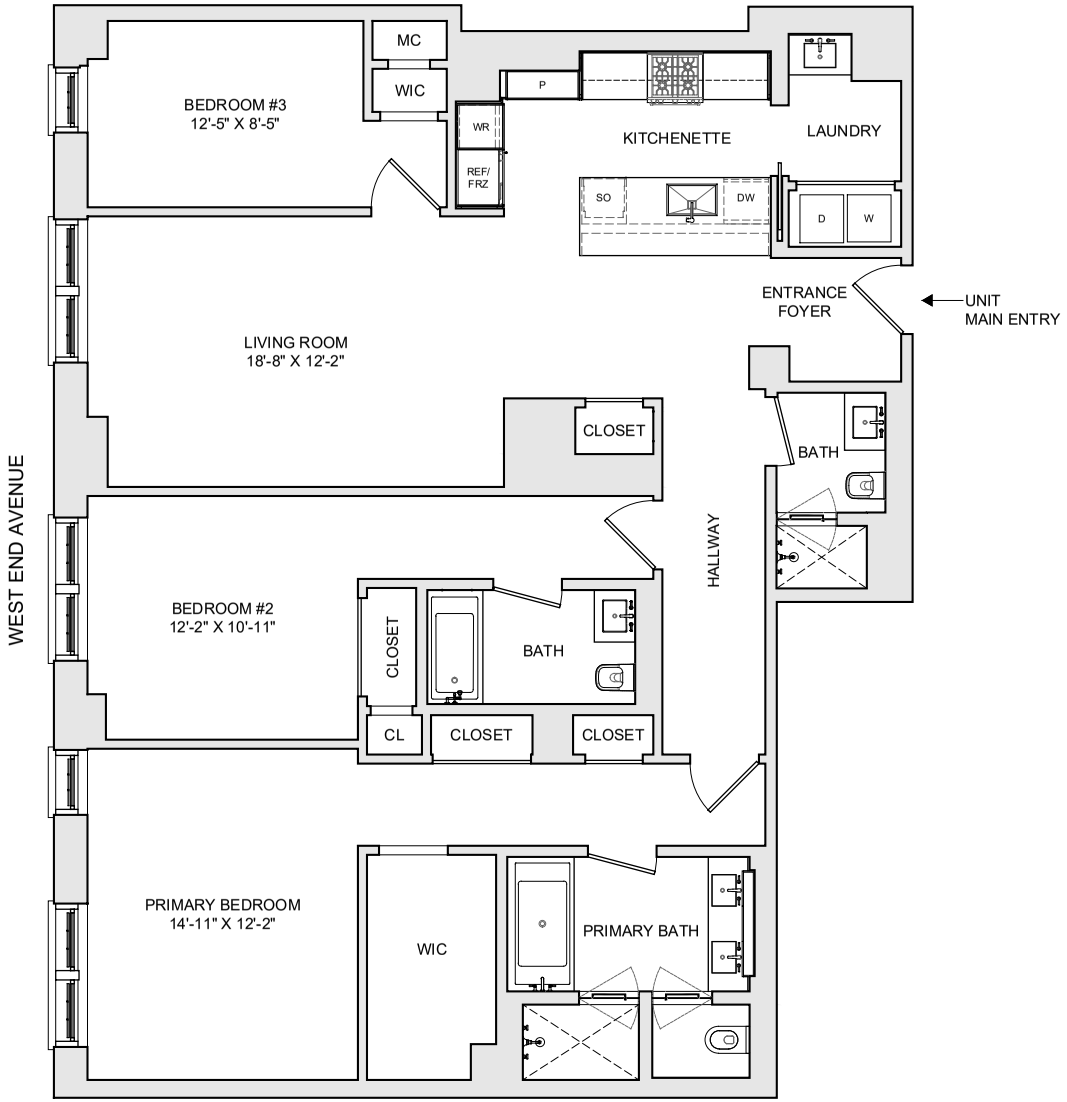
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UNIT 6D
3 BED,3 BATH
1681 SF

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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 7D
3 BED,3 BATH
1681 SF

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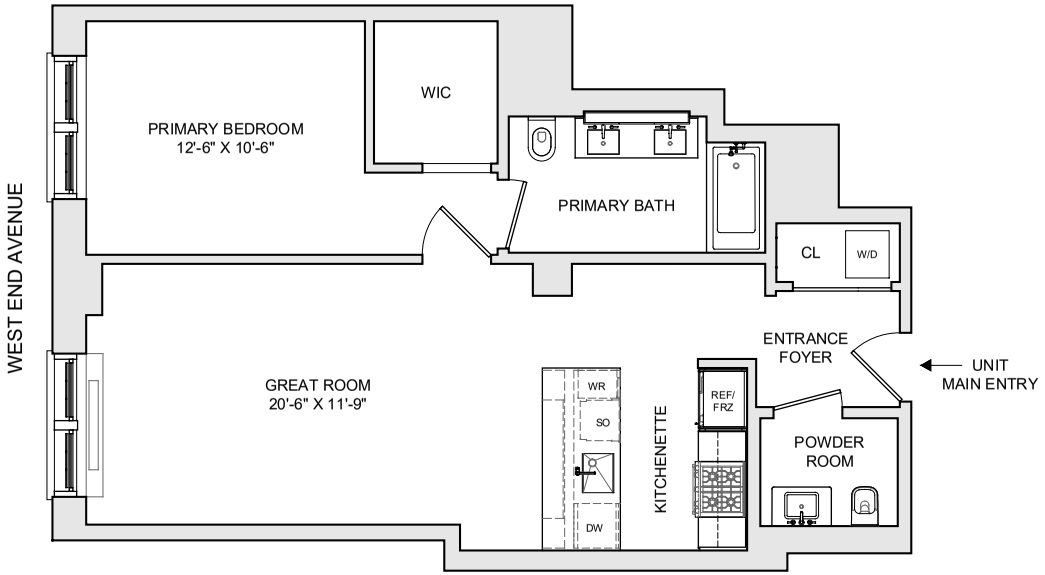
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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 2B
1 BED,1.5 BATH
824 SF

NOTES:

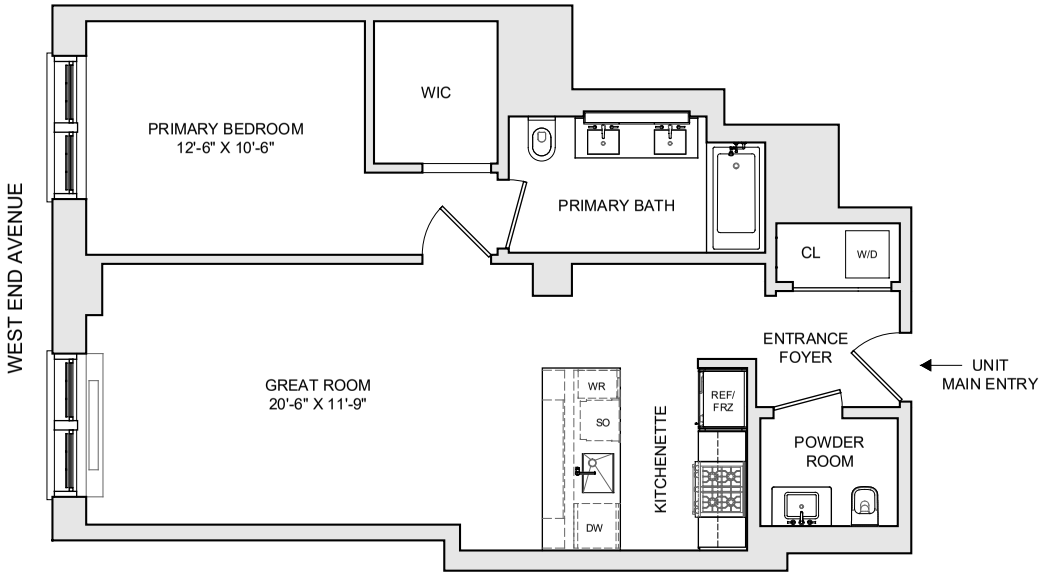
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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 3B
1 BED,1.5 BATH
824 SF

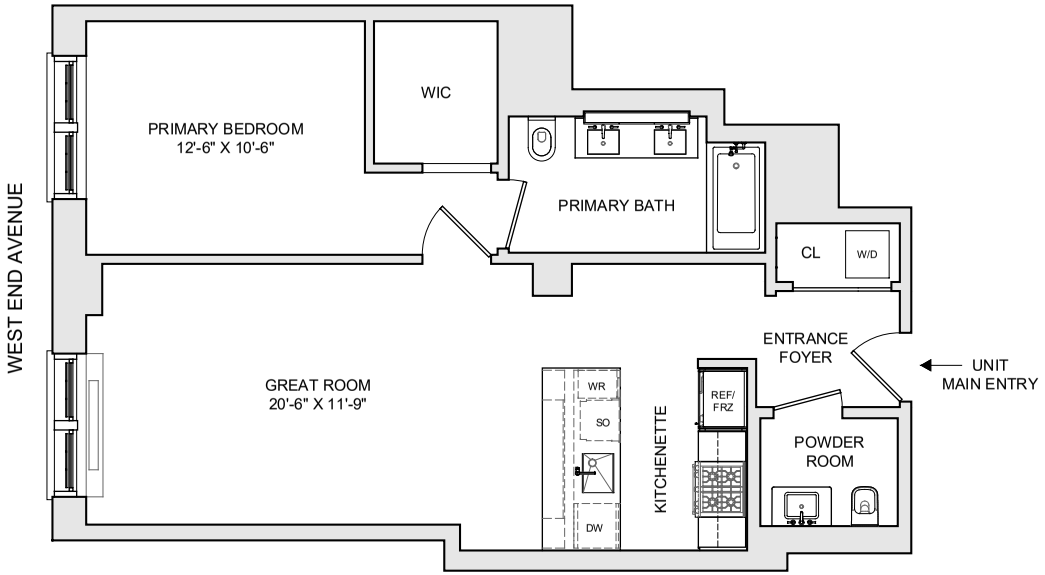
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370

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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 4B
1 BED,1.5 BATH
824 SF

NOTES:

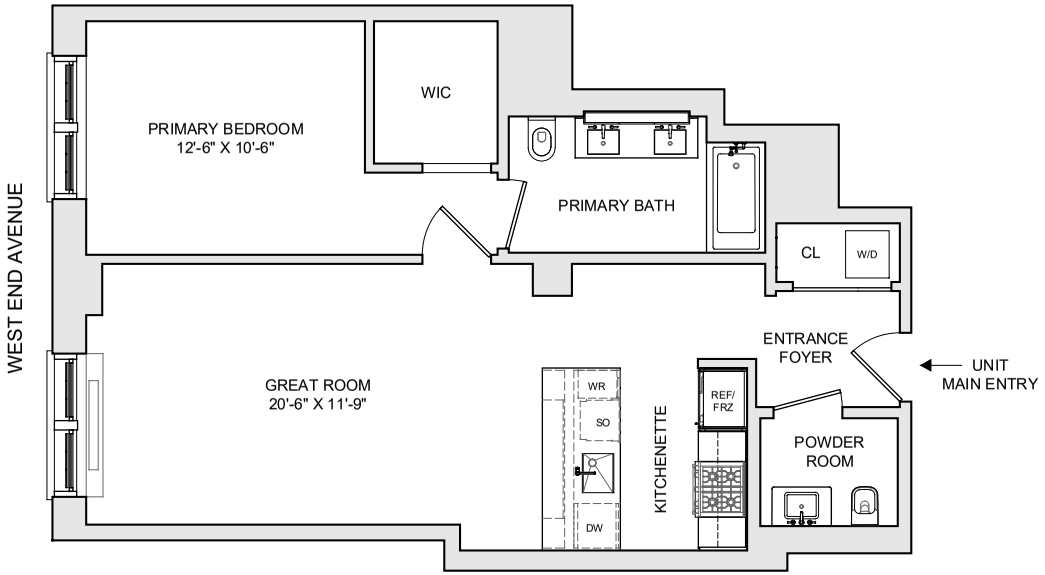
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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 5B
1 BED,1.5 BATH
824 SF

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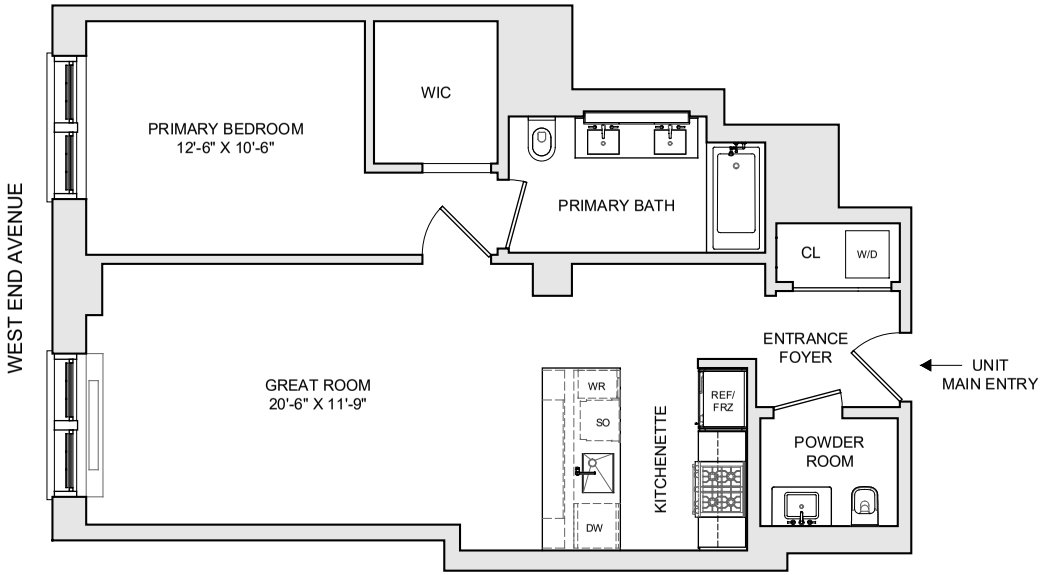
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372

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 6B
1 BED,1.5 BATH
824 SF

NOTES:

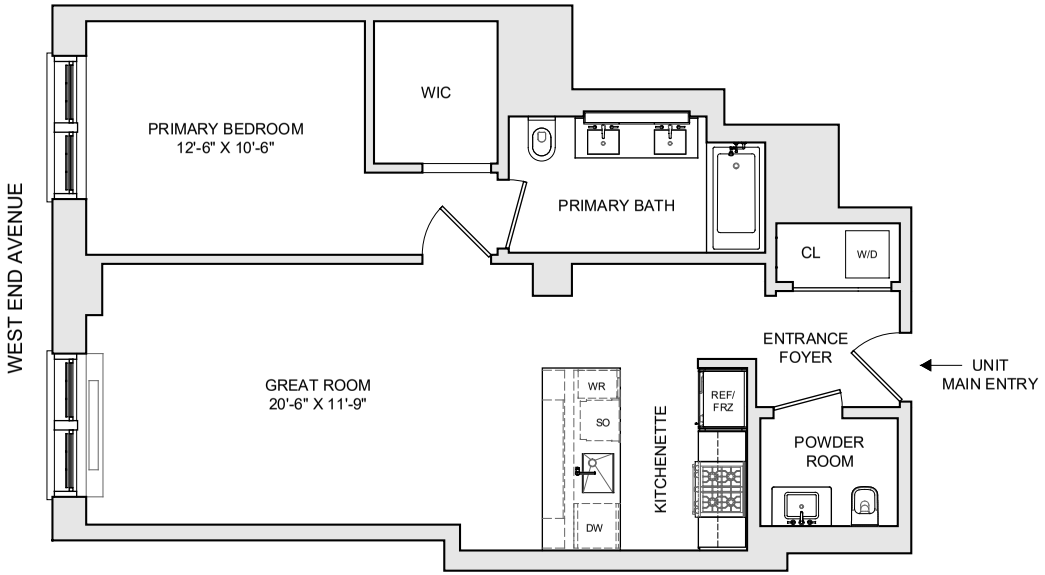
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373

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 7B
1 BED,1.5 BATH
824 SF

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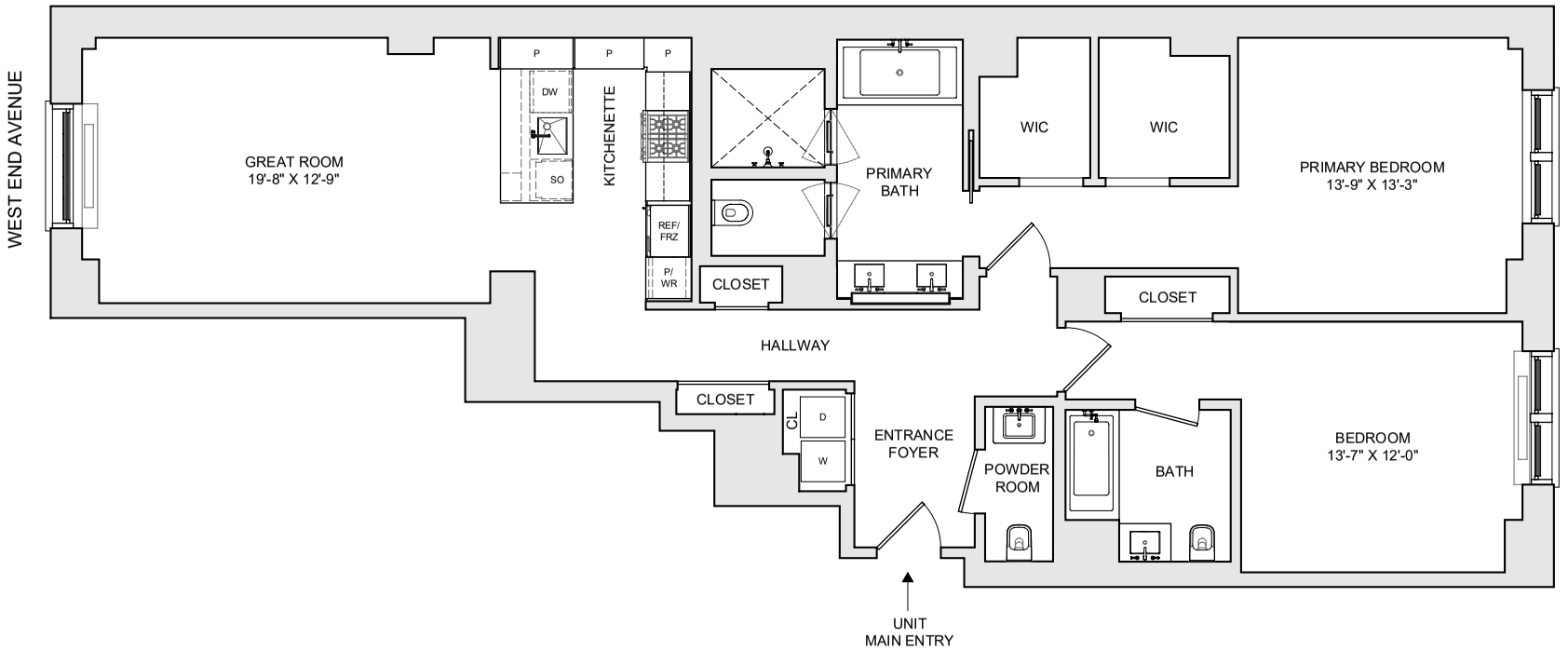
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374

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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 2A
2 BED,2.5 BATH
1595 SF

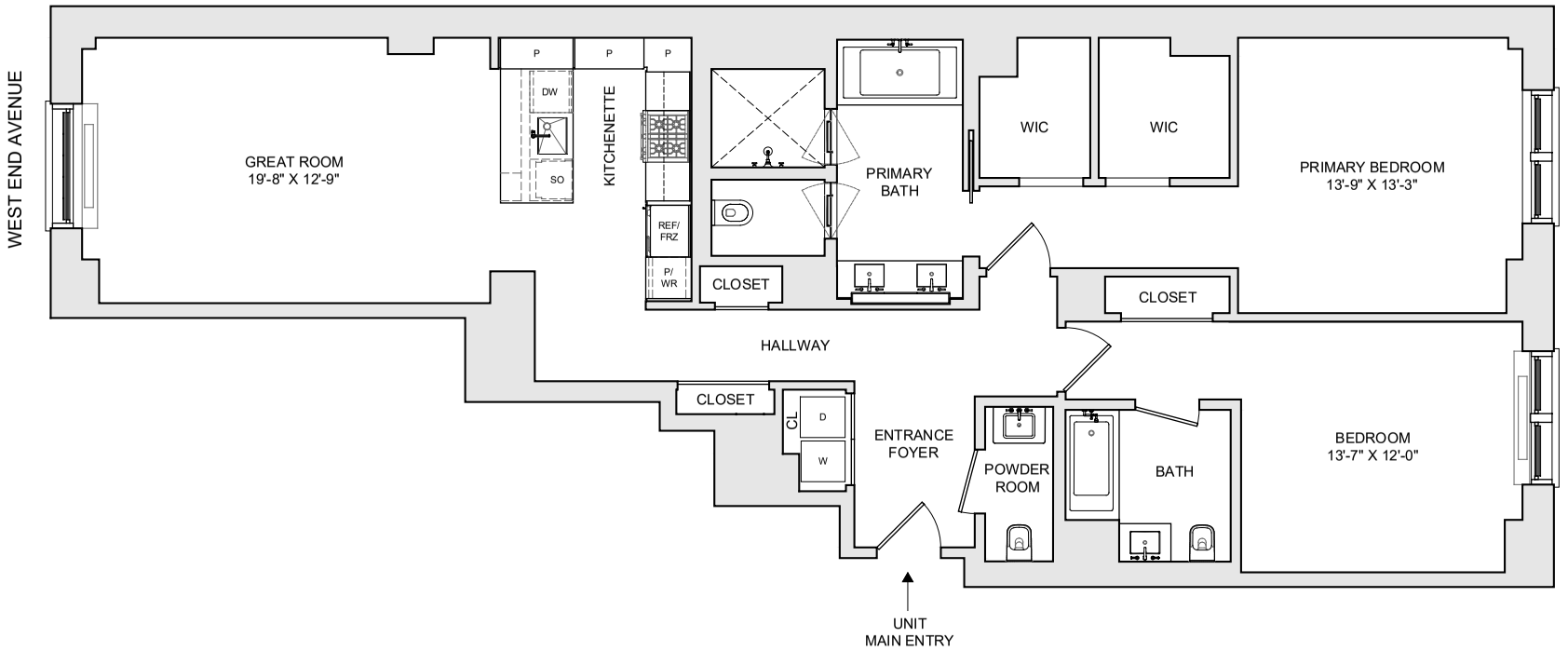
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375

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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 3A
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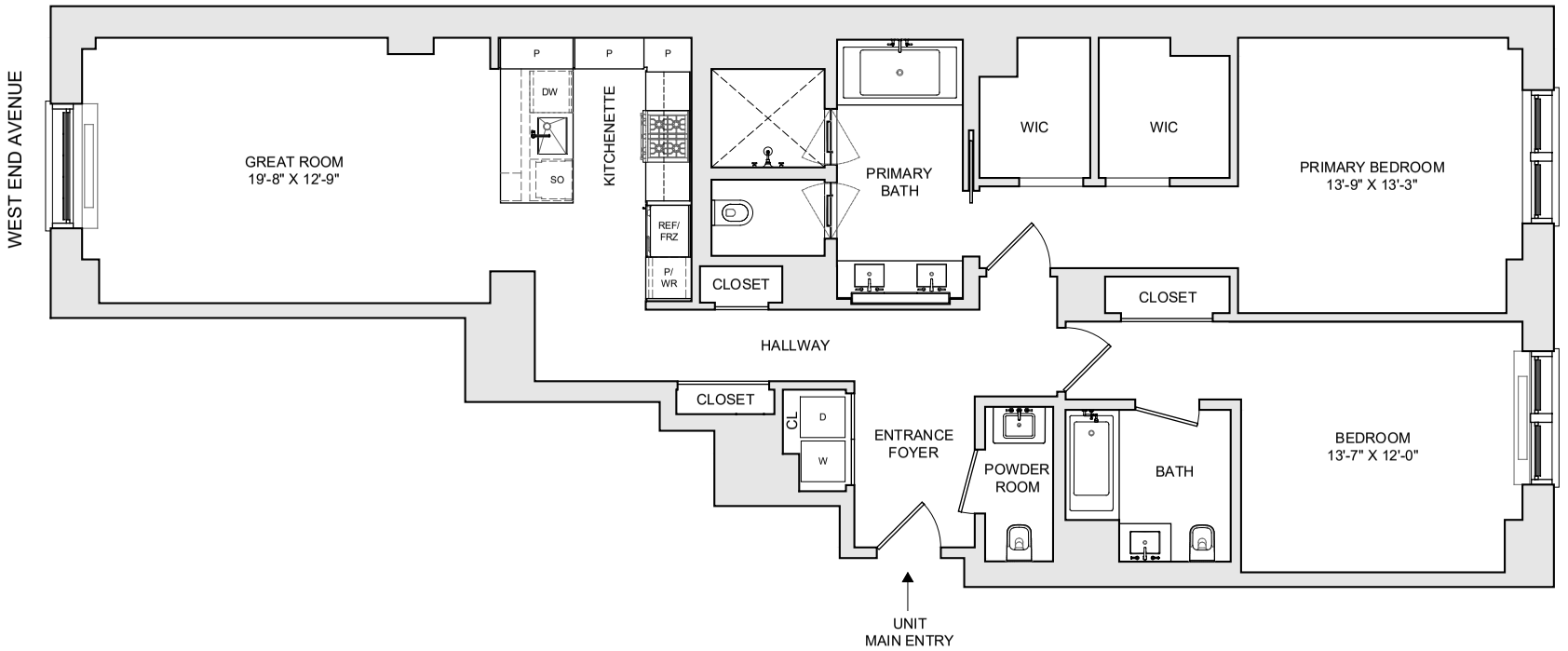
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02/20/24

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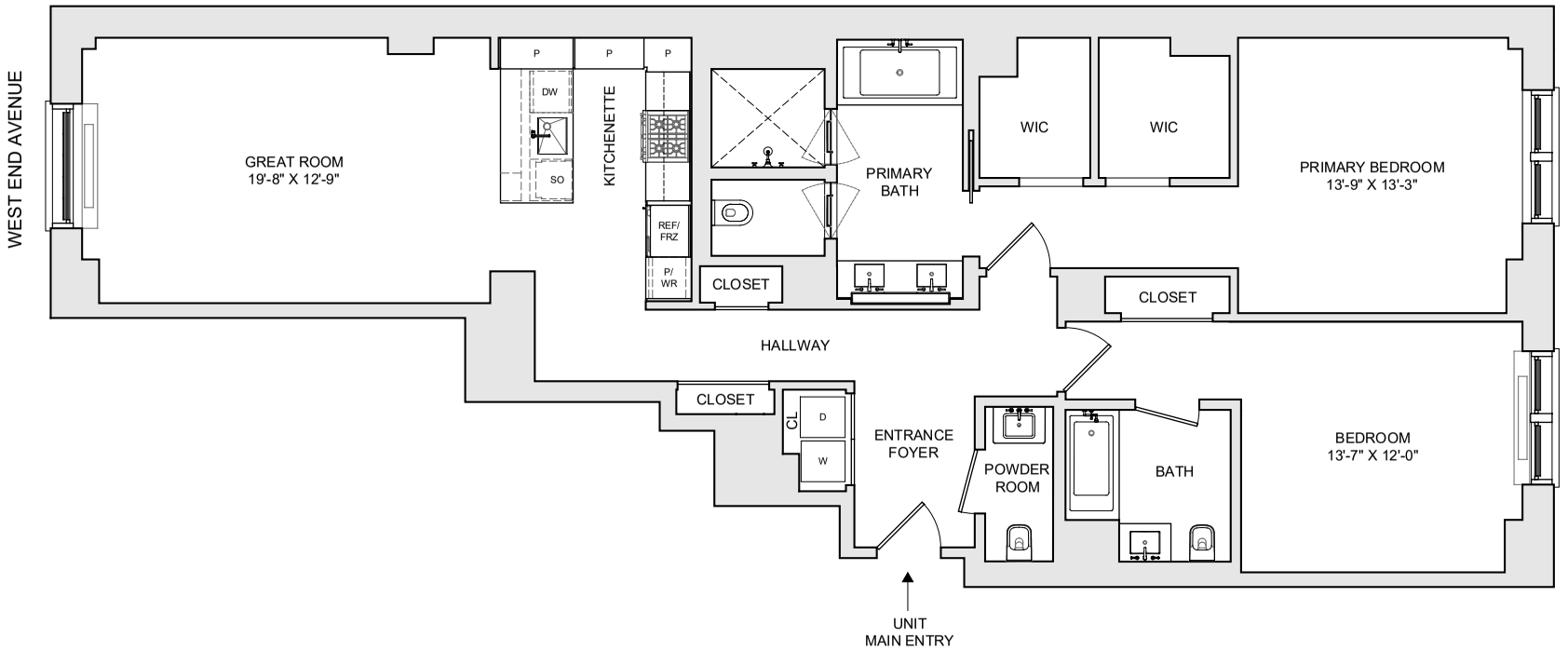
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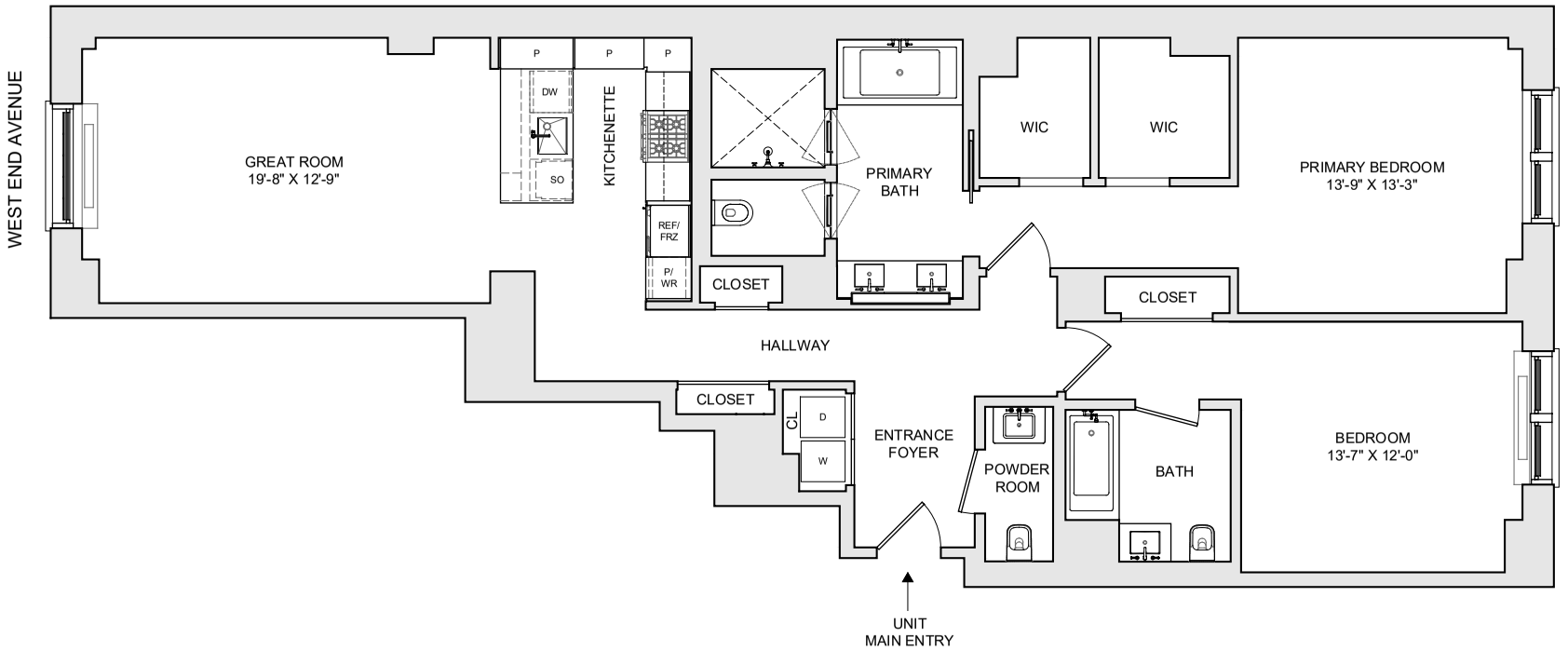
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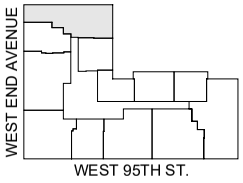
New York, NY 10025

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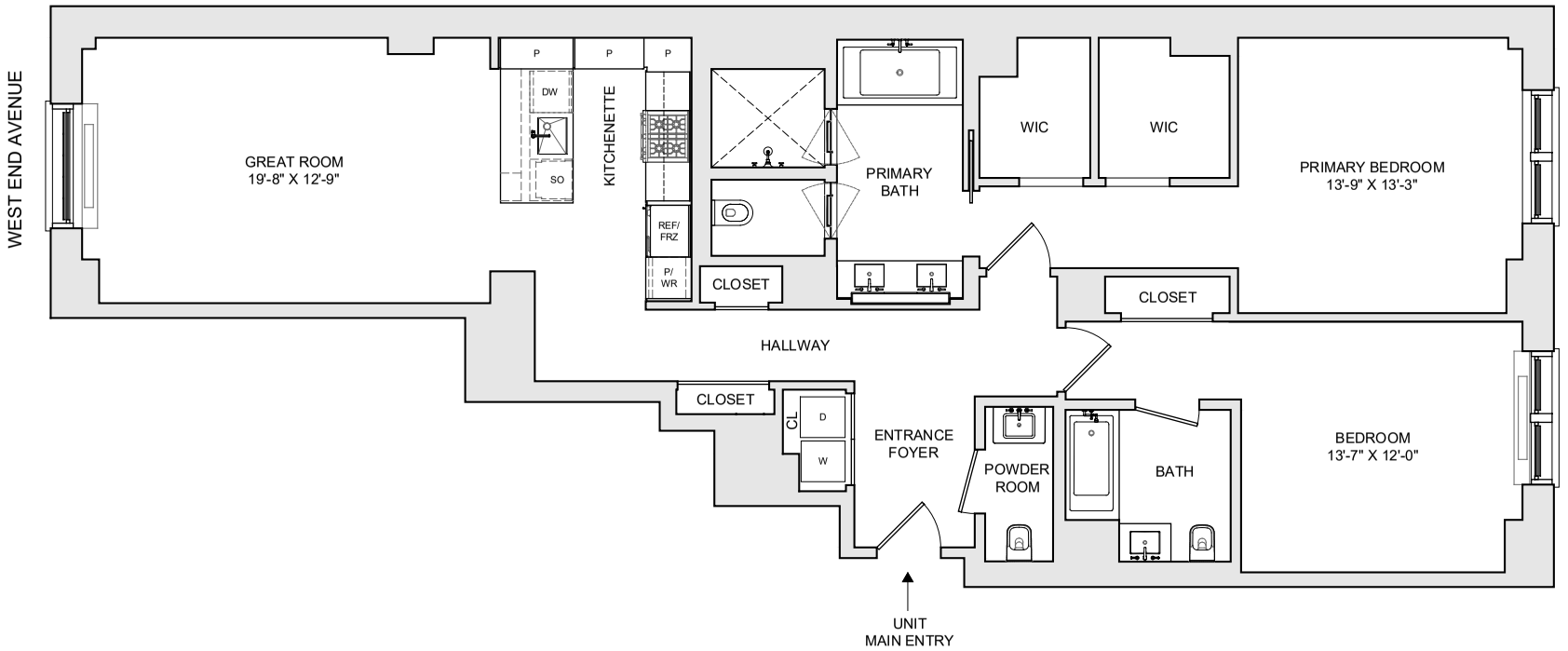
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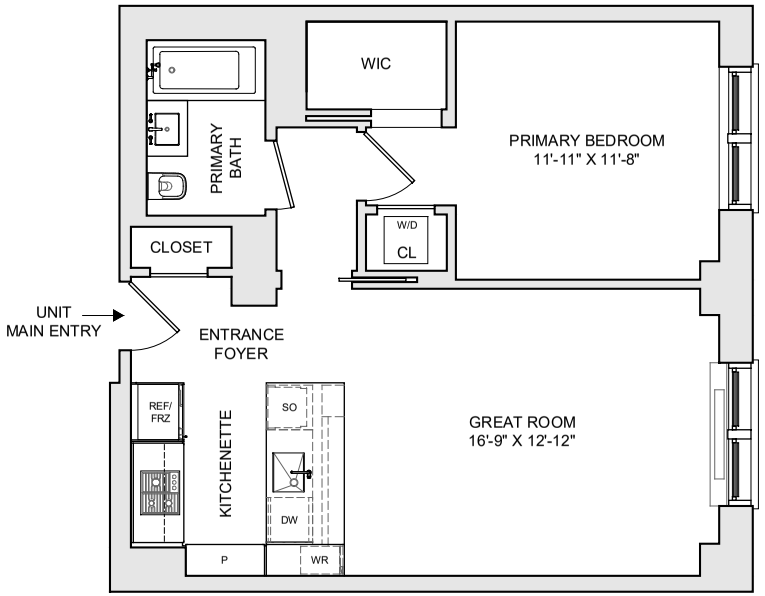
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LEGEND

- REF - REFRIGERATOR
- FRZ - FREEZER
- DW - DISHWASHER
- WR - WINE REFRIGERATOR
- SO - SPEED OVEN
- ST.O - STEAM OVEN
- MW - MICROWAVE
- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



380

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 3C
1 BED,1 BATH
736 SF

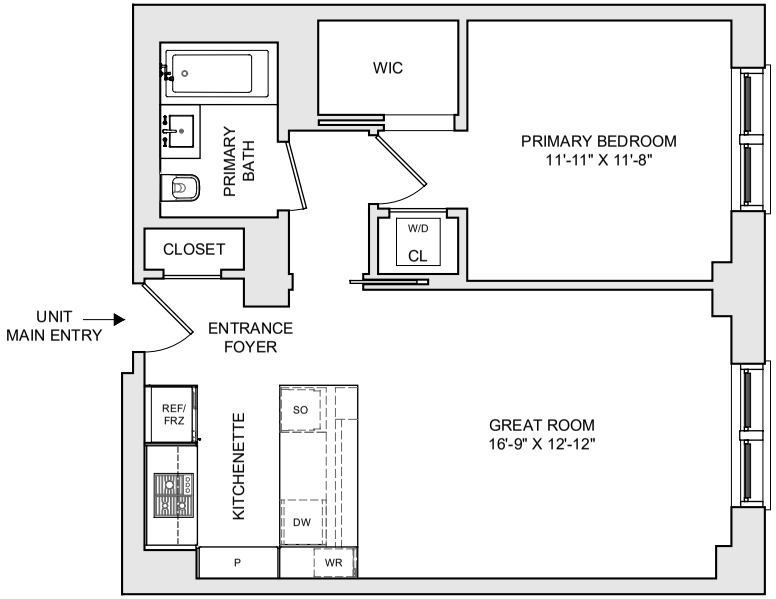
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- P - PANTRY



381

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 4C
1 BED,1 BATH
742 SF

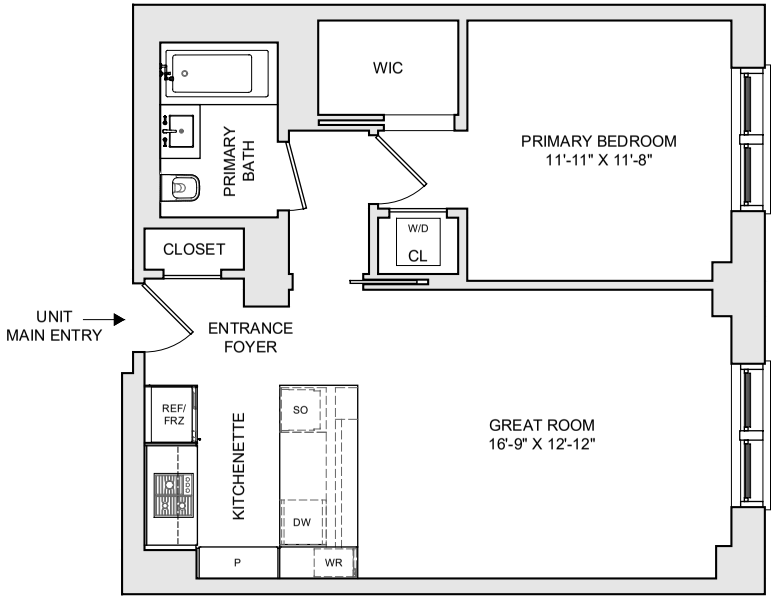
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- P - PANTRY



382

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 5C
1 BED,1 BATH
742 SF

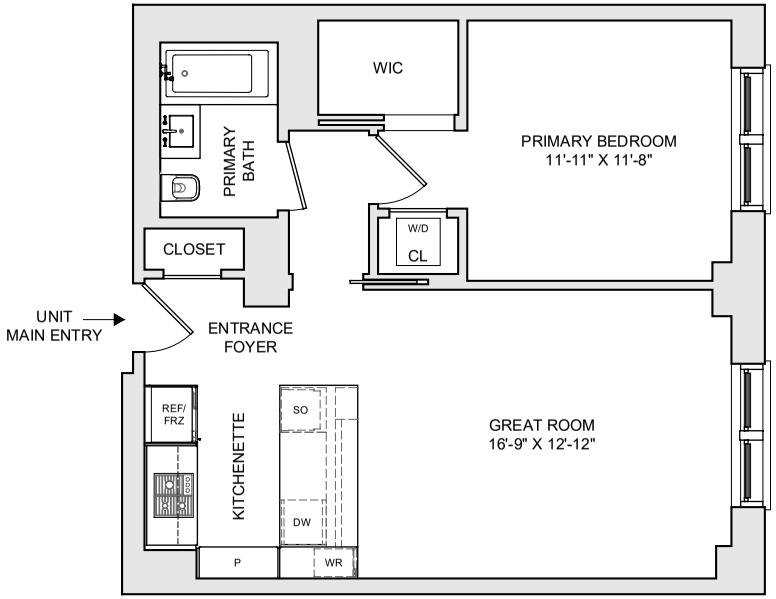
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0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 6C
1 BED,1 BATH
742 SF

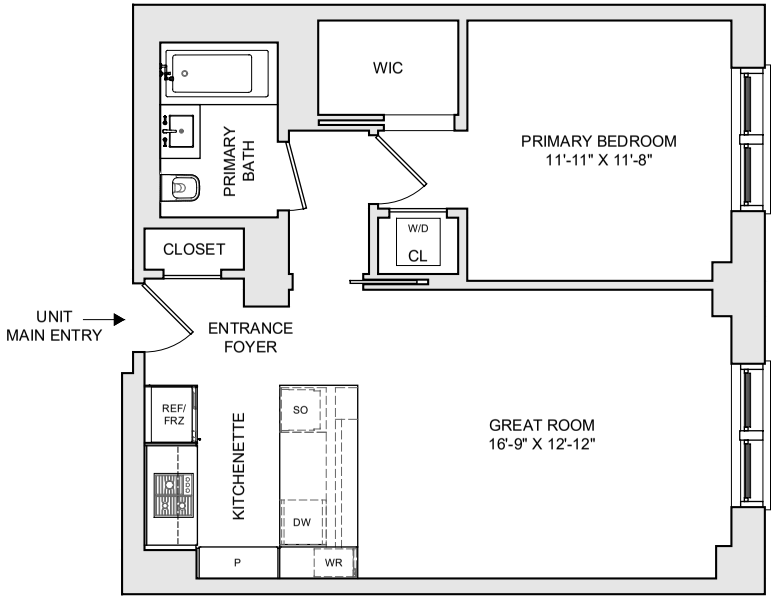
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- P - PANTRY



384

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 7C
1 BED,1 BATH
742 SF

NOTES:

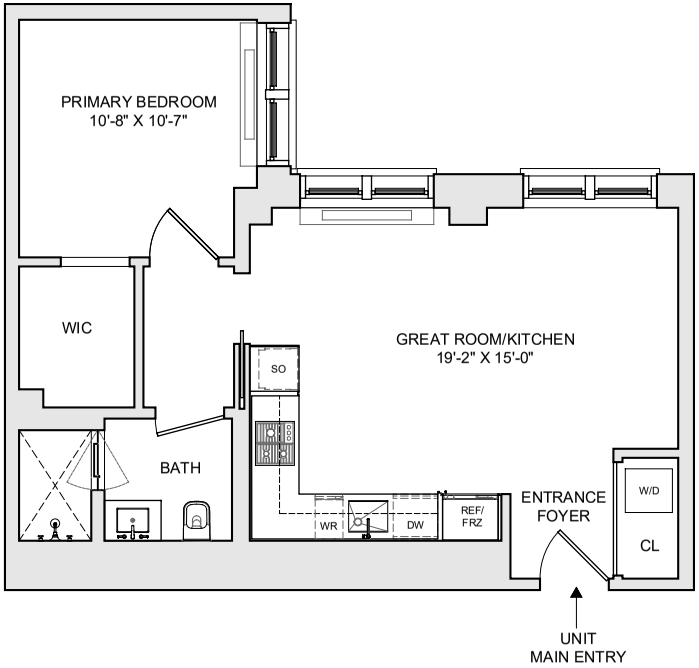
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385

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 4G
1 BED,1 BATH
648 SF

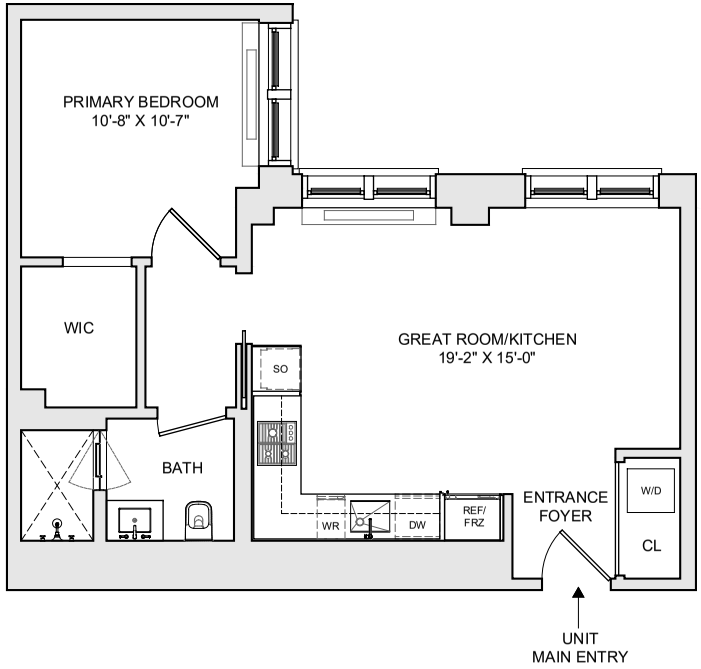
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0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 5G
1 BED,1 BATH
648 SF

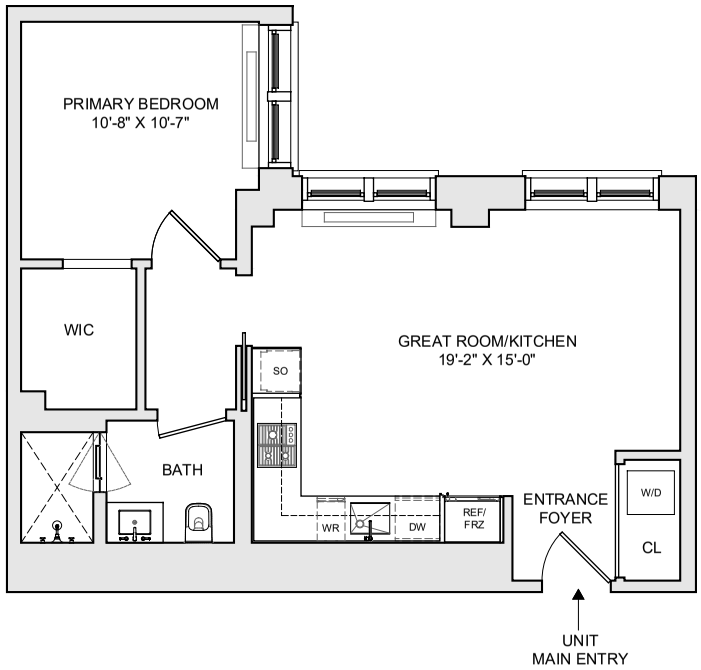
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387

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 6G
1 BED,1 BATH
648 SF

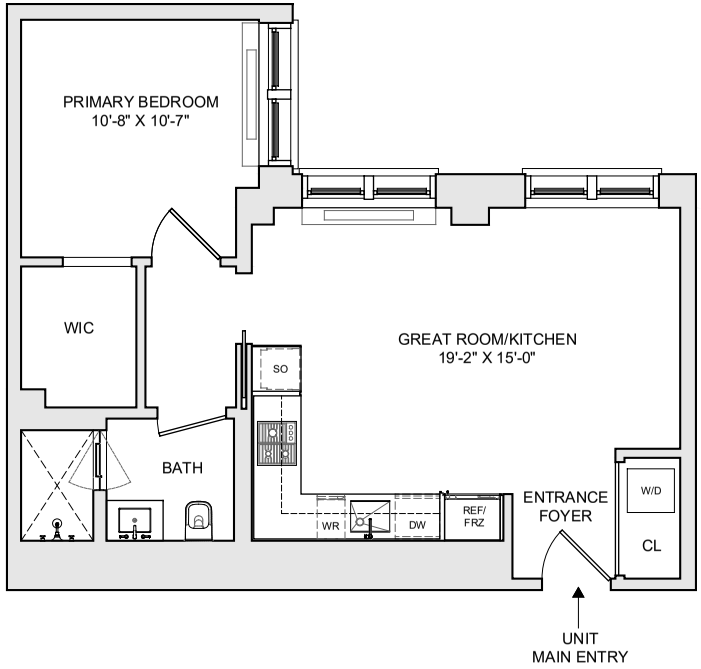
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388

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 7G
1 BED,1 BATH
648 SF

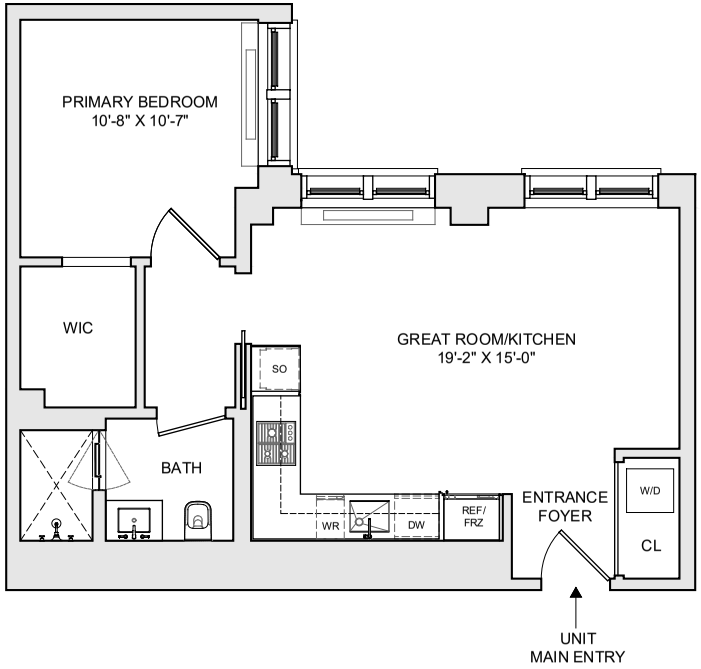
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- P - PANTRY



0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 8E
1 BED,1 BATH
649 SF

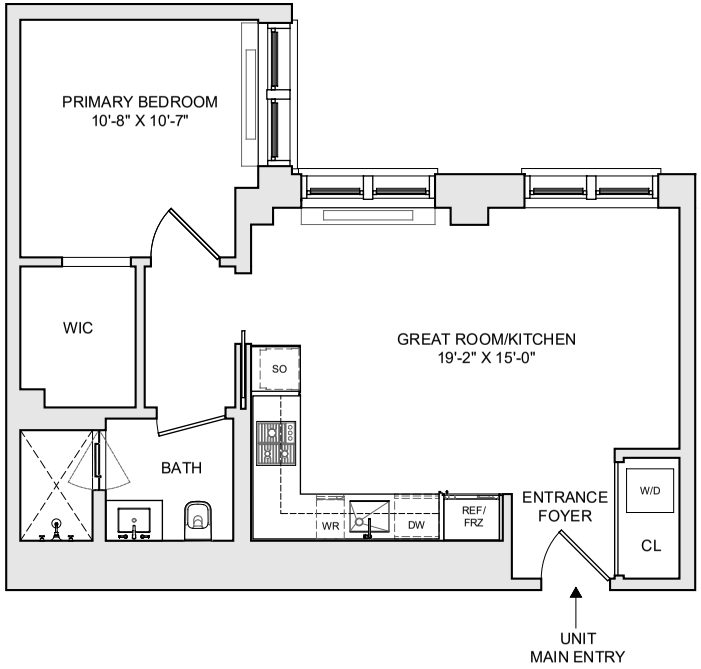
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- P - PANTRY



390

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 9E
1 BED,1 BATH
649 SF

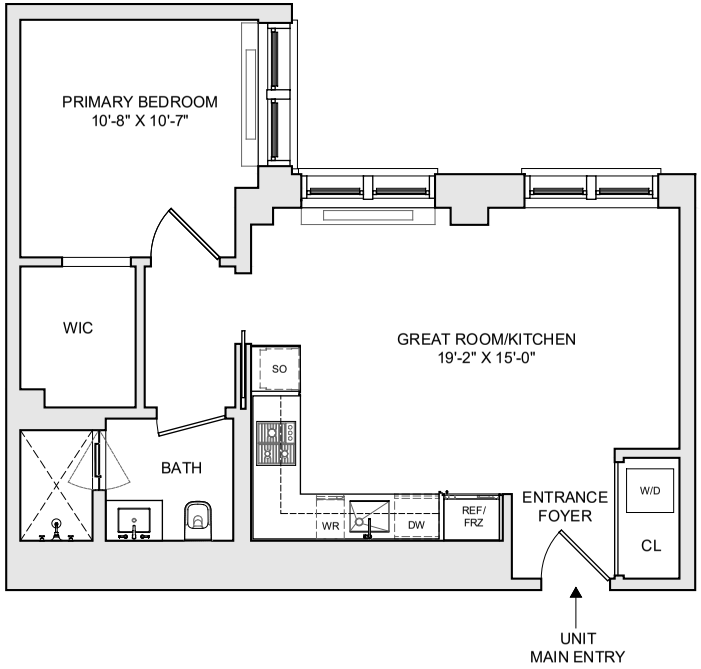
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0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 10E
1 BED,1 BATH
649 SF

NOTES:

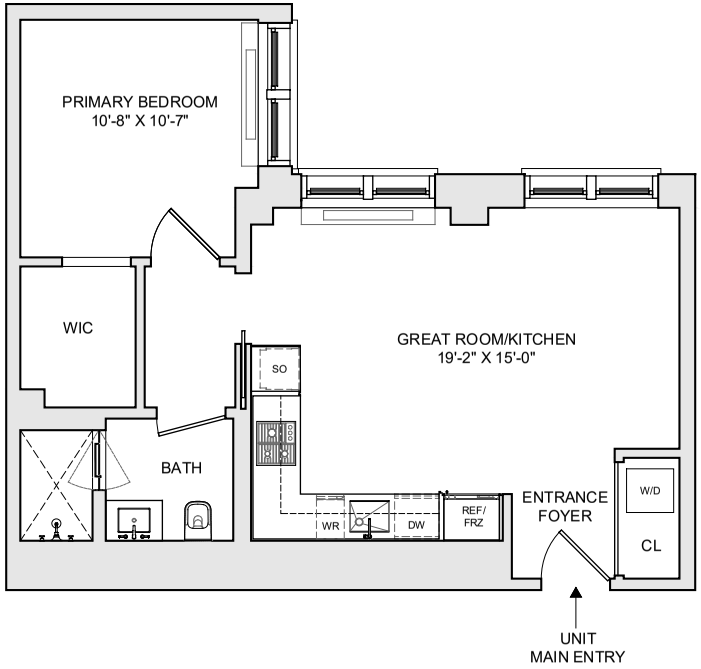
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P - PANTRY



392

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 11E
1 BED,1 BATH
649 SF

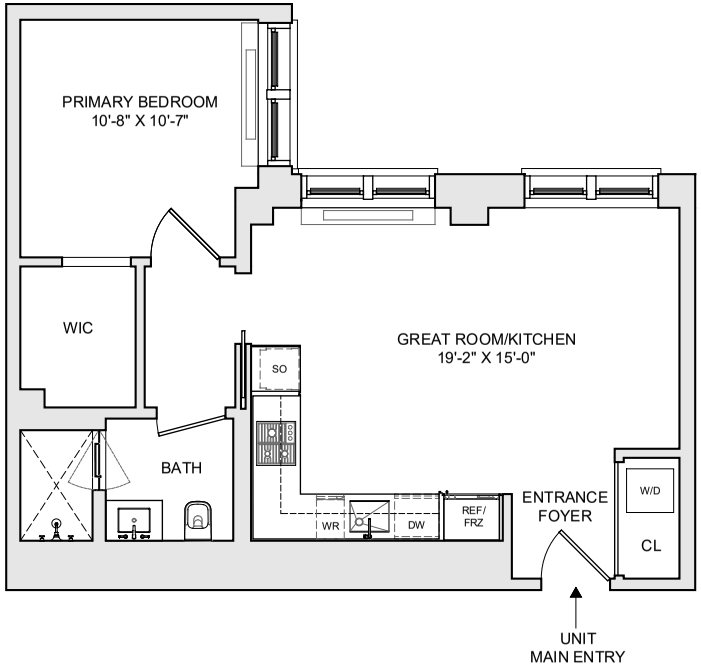
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- P - PANTRY



393

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 12E
1 BED,1 BATH
649 SF

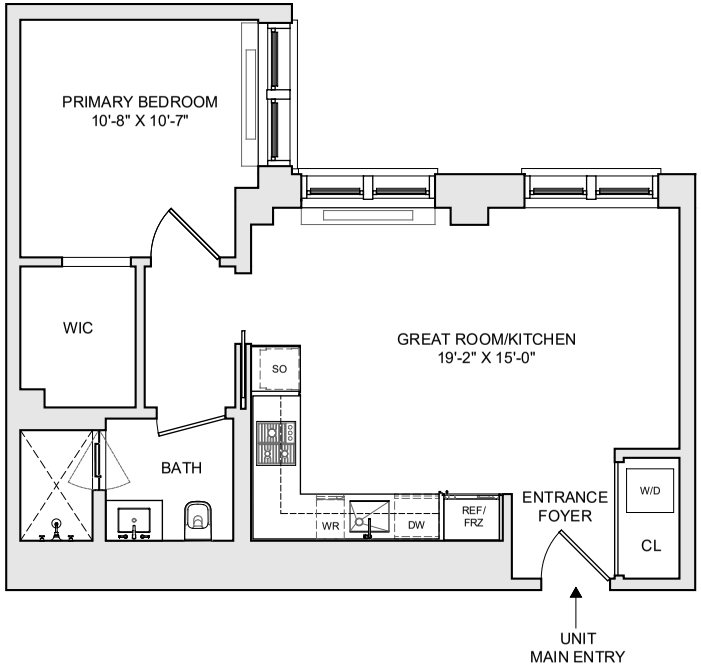
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0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 14E
1 BED,1 BATH
649 SF

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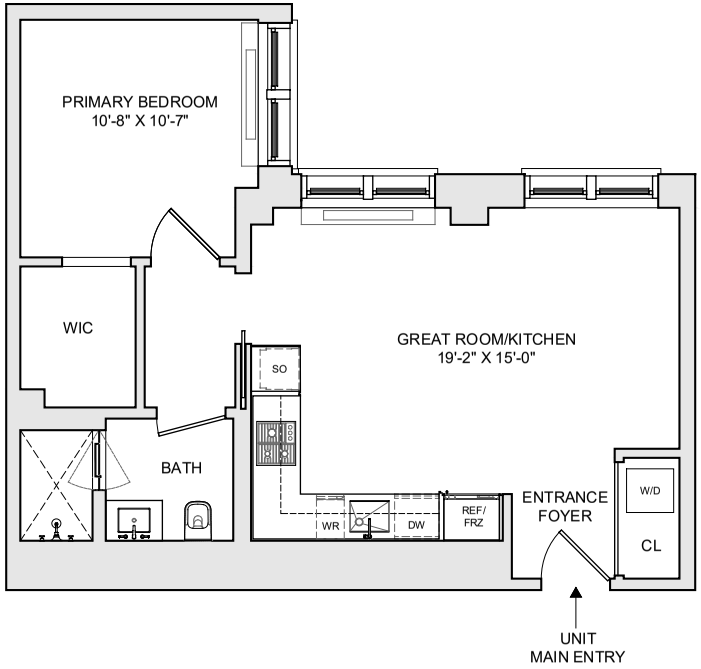
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395

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 15E
1 BED,1 BATH
649 SF

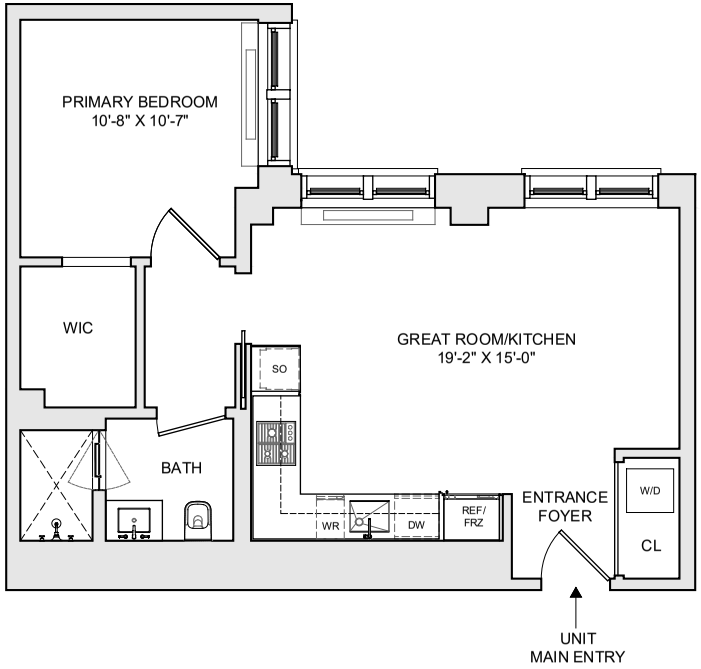
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0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT PH16D
1 BED,1 BATH
649 SF

NOTES:

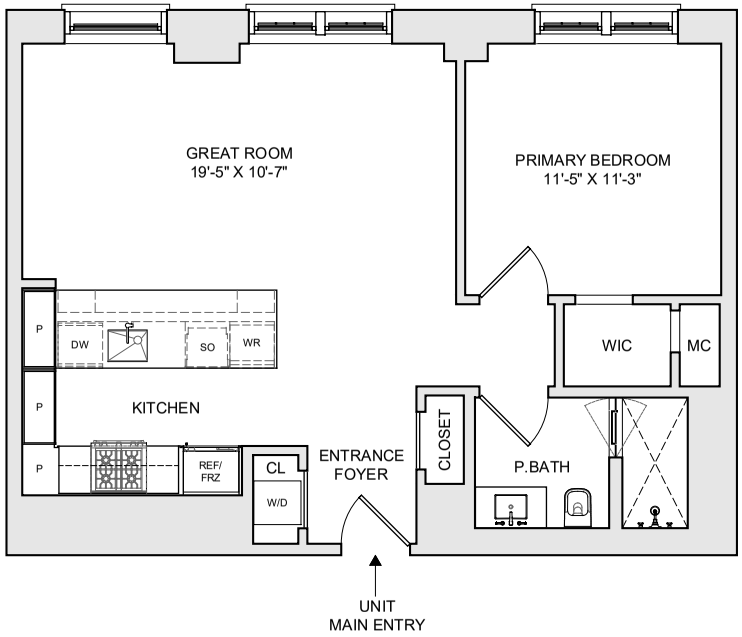
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LEGEND

- REF - REFRIGERATOR
- FRZ - FREEZER
- DW - DISHWASHER
- WR - WINE REFRIGERATOR
- SO - SPEED OVEN
- ST.O - STEAM OVEN
- MW - MICROWAVE
- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



397

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 4J
1 BED,1 BATH
786 SF

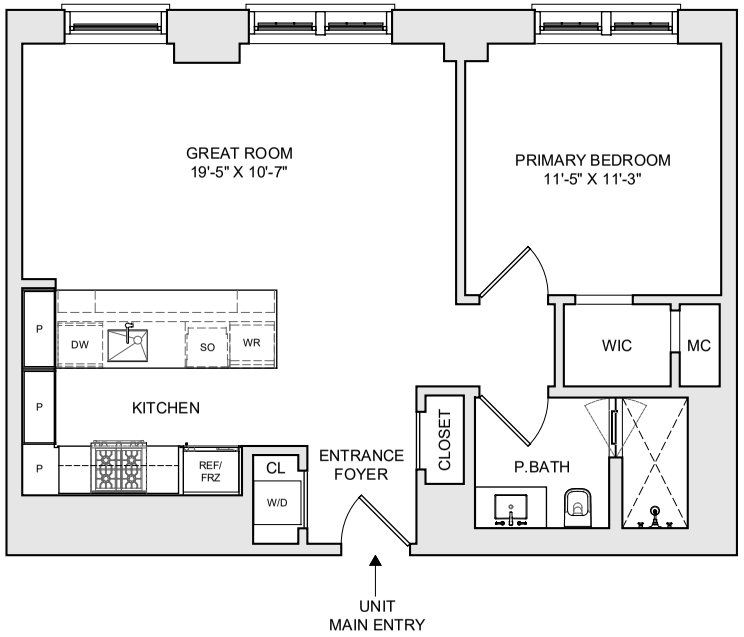
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398

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 5J
1 BED,1 BATH
786 SF

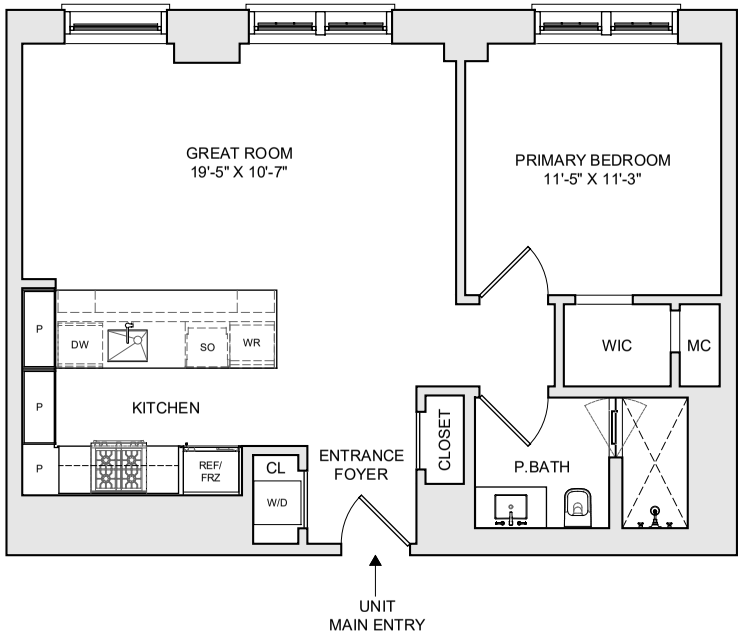
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399

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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 6J
1 BED,1 BATH
786 SF

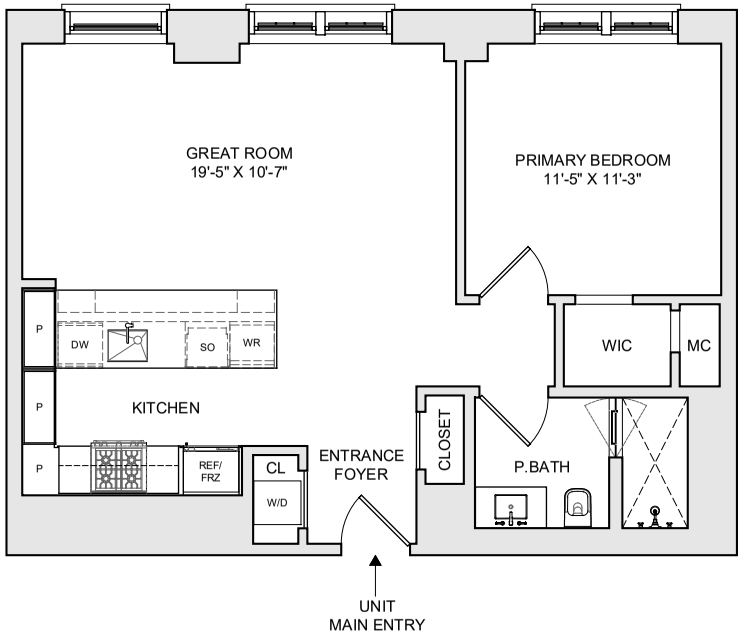
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400

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 7J
1 BED,1 BATH
786 SF

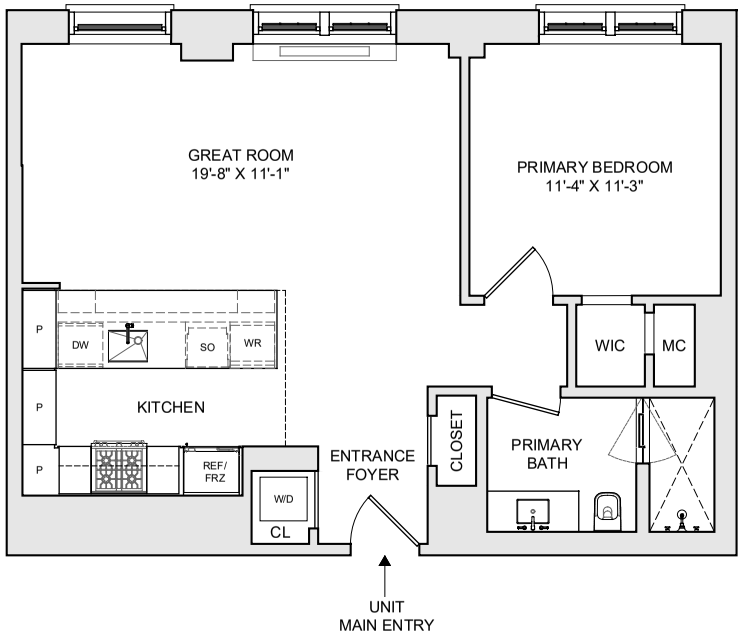
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- P - PANTRY



401

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 8G
1 BED,1 BATH
786 SF

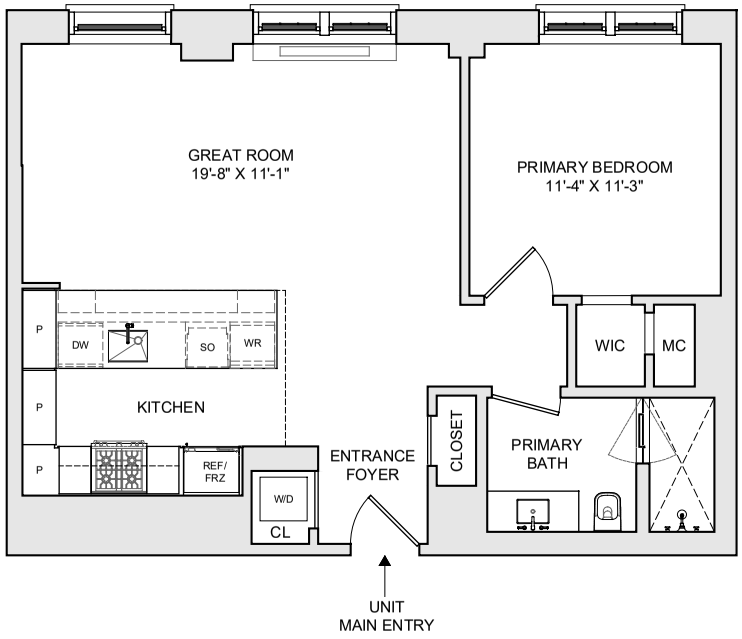
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- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



402

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 9G
1 BED,1 BATH
786 SF

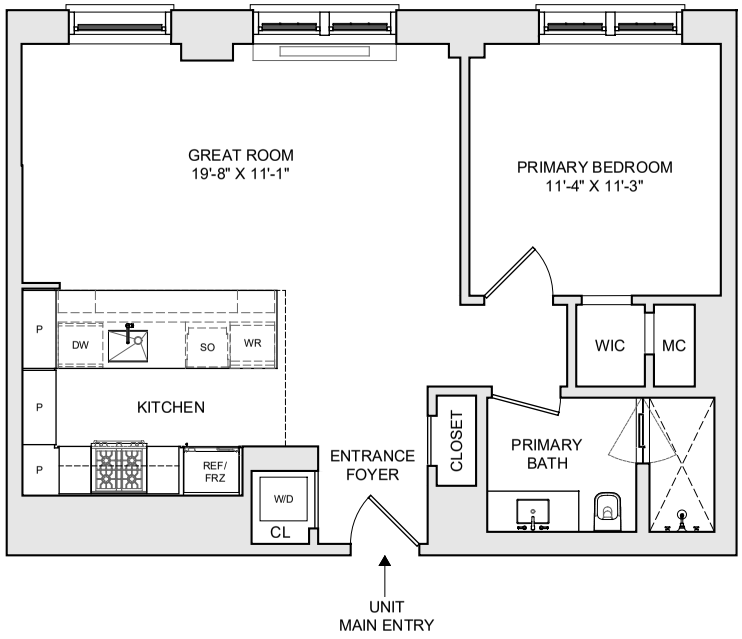
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- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



403

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 10G
1 BED,1 BATH
786 SF

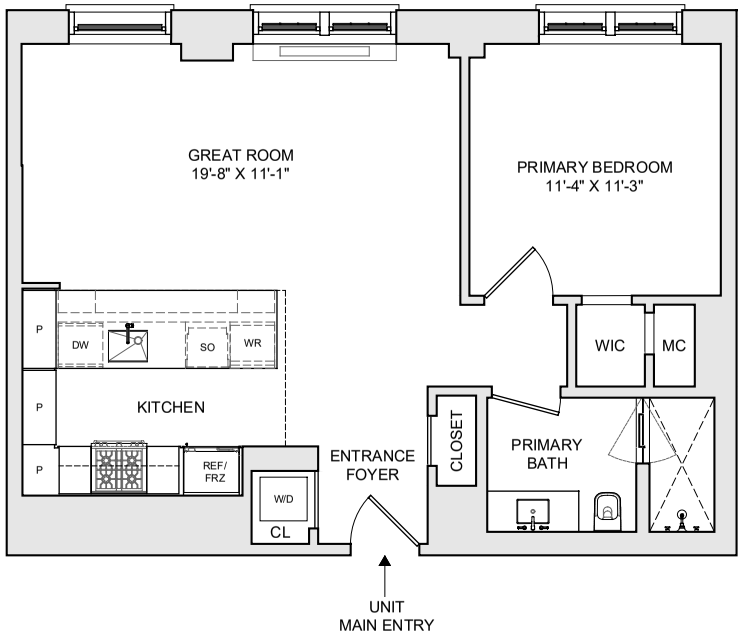
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- W - WASHER
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- W/D - STACKED WASHER DRYER
- P - PANTRY



404

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 11G
1 BED,1 BATH
786 SF

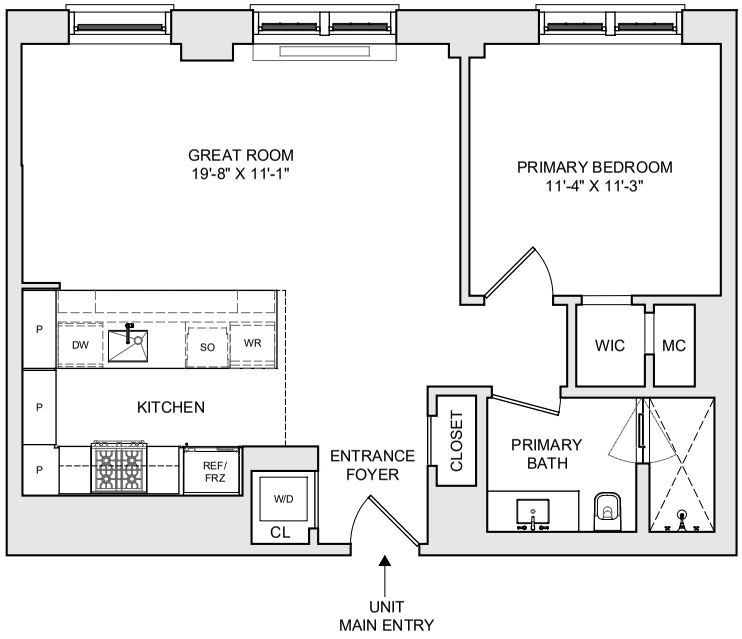
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- W - WASHER
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- W/D - STACKED WASHER DRYER
- P - PANTRY



405

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 14G
1 BED,1 BATH
786 SF

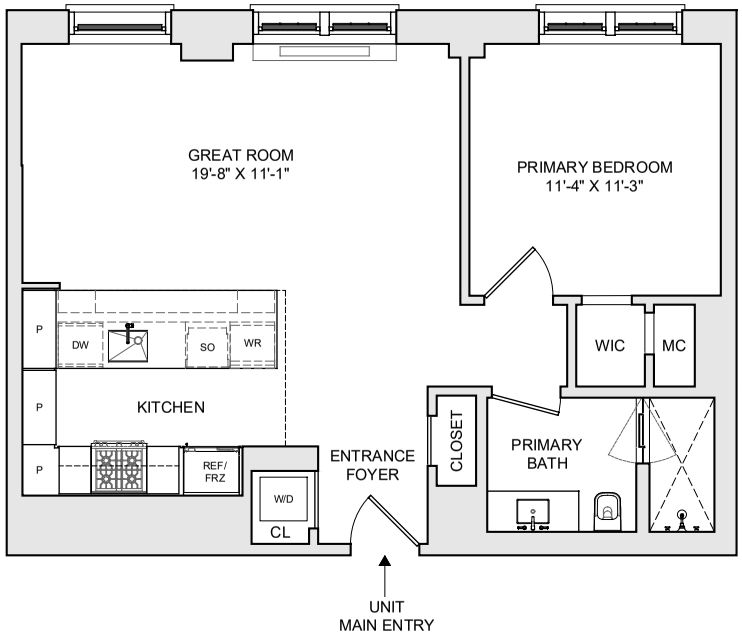
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- MW - MICROWAVE
- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



406

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 15G
1 BED,1 BATH
786 SF

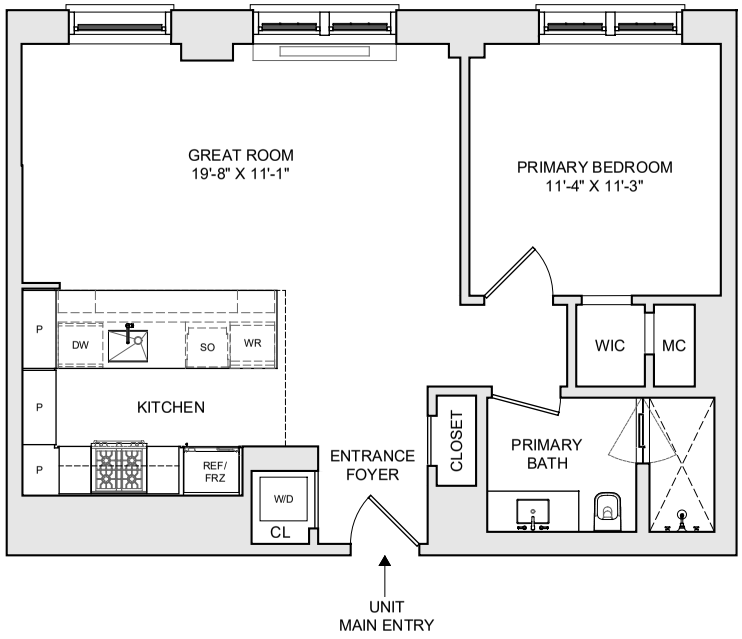
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- W/D - STACKED WASHER DRYER
- P - PANTRY



407

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT PH16E
1 BED,1 BATH
786 SF

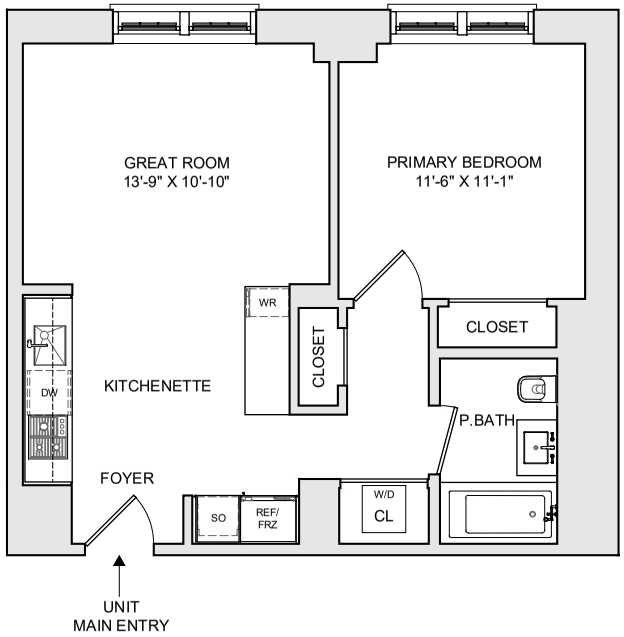
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- P - PANTRY



408

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 4L
1 BED ,1 BATH
637 SF

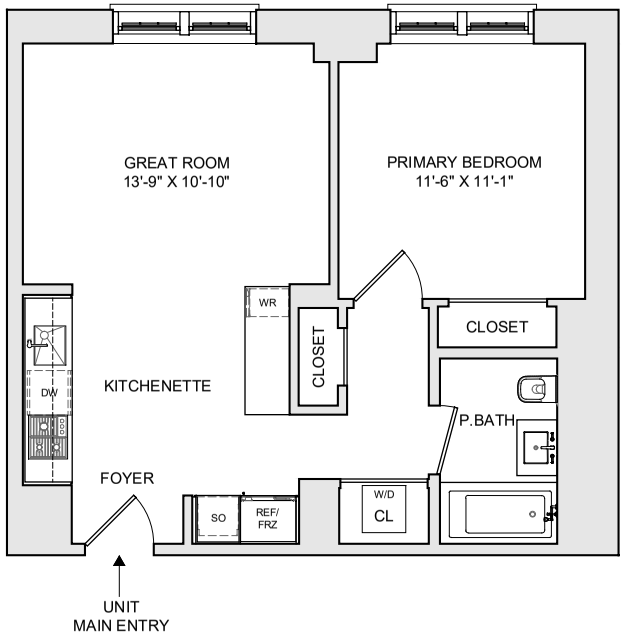
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409

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 5L
1 BED ,1 BATH
637 SF

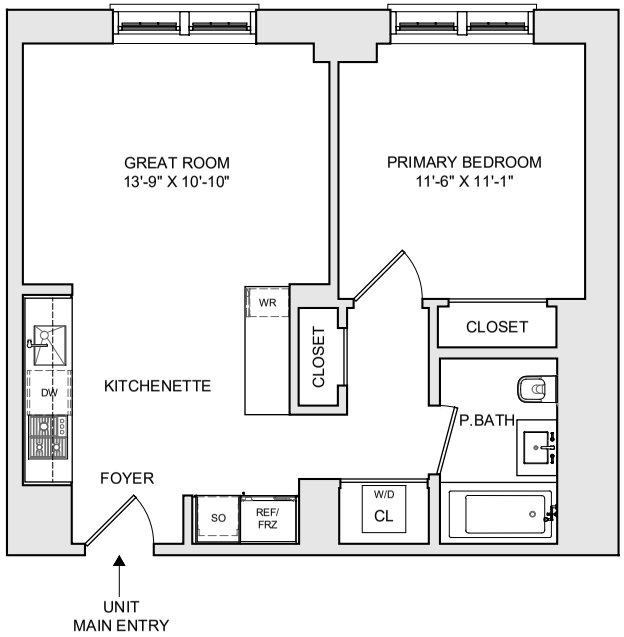
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410

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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 6L
1 BED ,1 BATH
637 SF

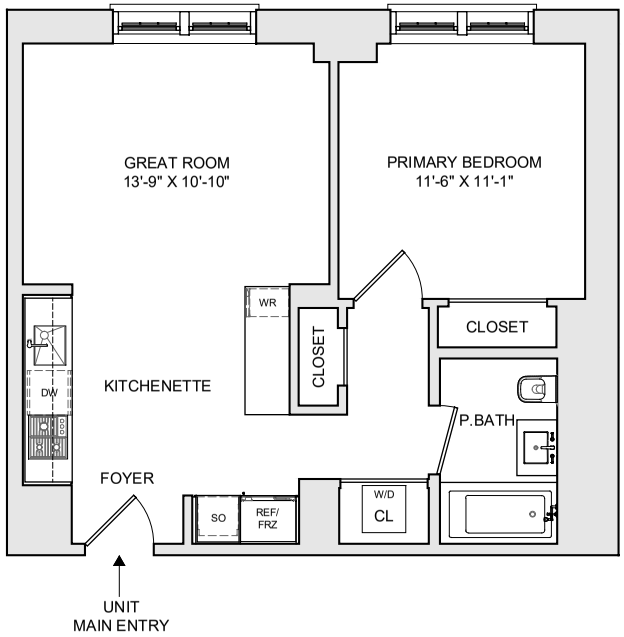
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411

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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 7L
1 BED ,1 BATH
637 SF

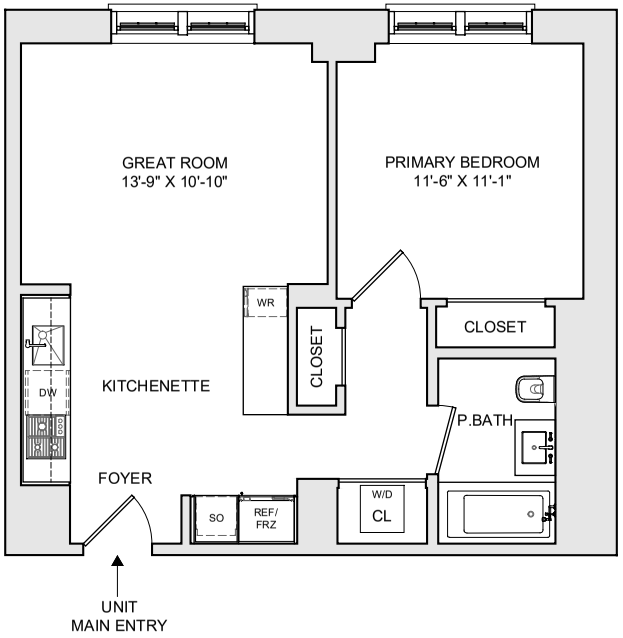
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412

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 8J
1 BED ,1 BATH
640 SF

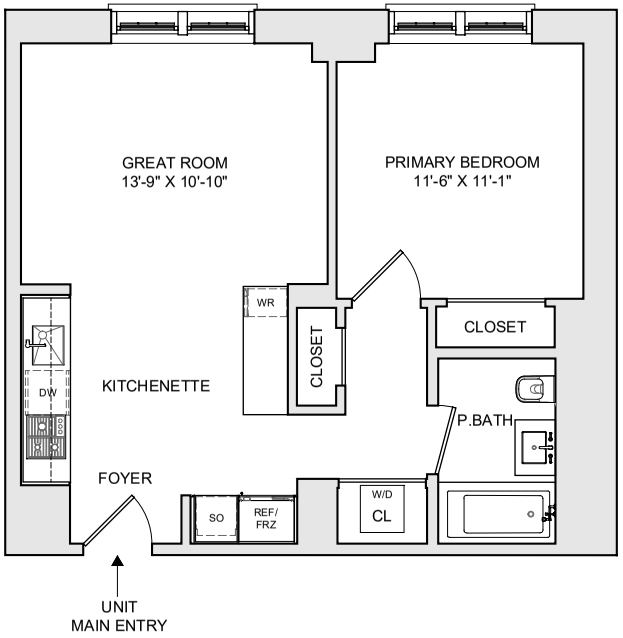
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413

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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 9J
1 BED ,1 BATH
640 SF

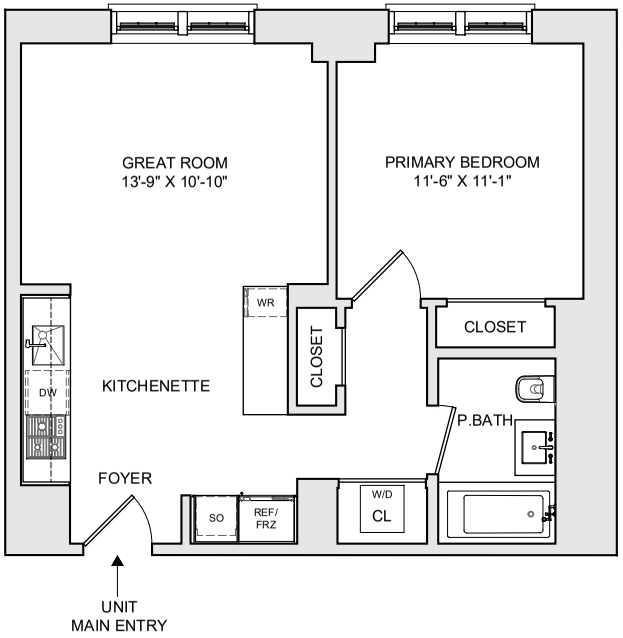
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LEGEND

- REF - REFRIGERATOR
- FRZ - FREEZER
- DW - DISHWASHER
- WR - WINE REFRIGERATOR
- SO - SPEED OVEN
- ST.O - STEAM OVEN
- MW - MICROWAVE
- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



414

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 10J
1 BED ,1 BATH
640 SF

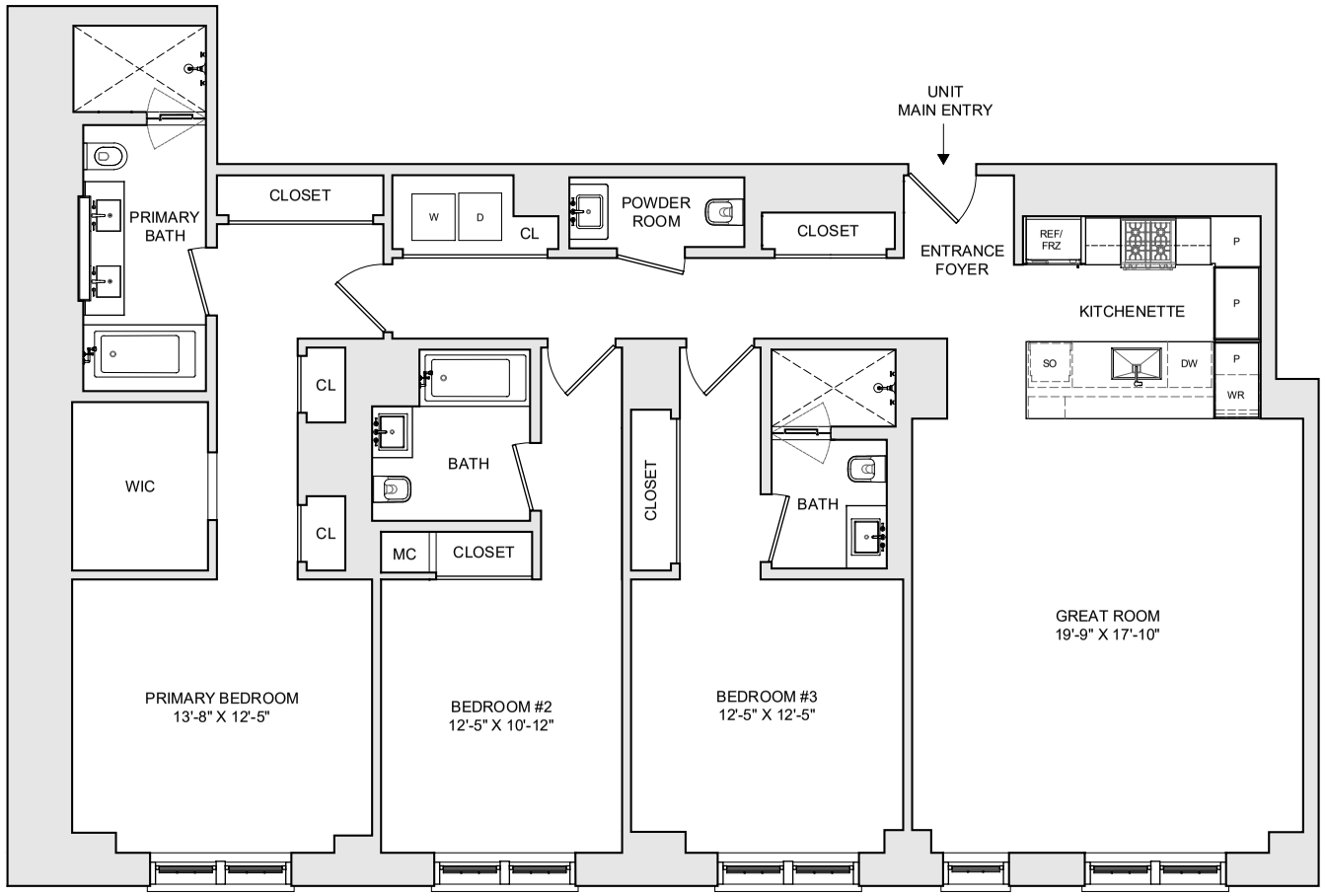
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FRZ - FREEZER
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MW - MICROWAVE
W - WASHER
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W/D - STACKED WASHER DRYER
P - PANTRY



415

0' 4' 8' 16'

720 West End Avenue

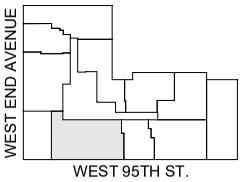
New York, NY 10025

02/20/24

UNIT 2E
3 BED,3.5 BATH
1439 SF

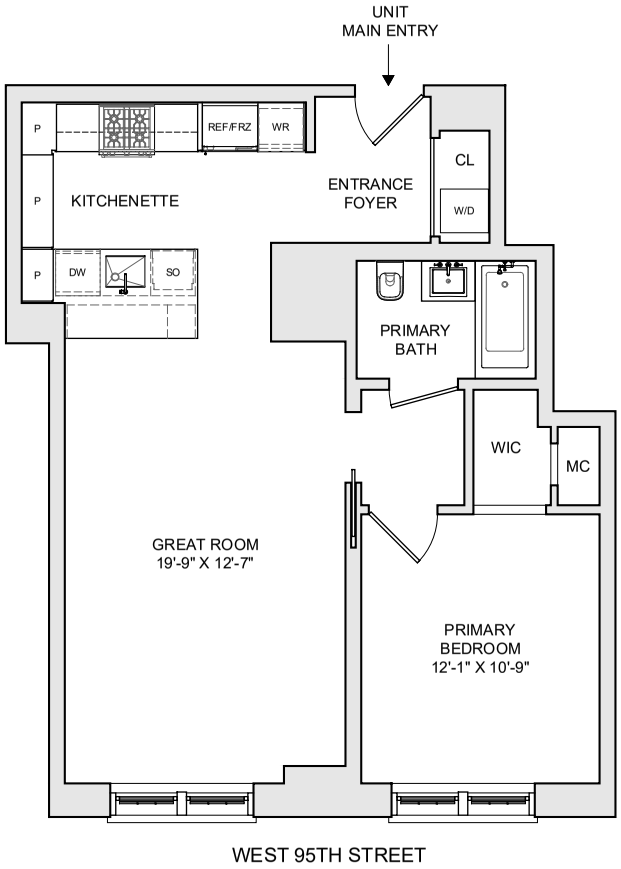
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- MW - MICROWAVE
- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



416

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 2G
1 BED,1 BATH
777 SF

NOTES:

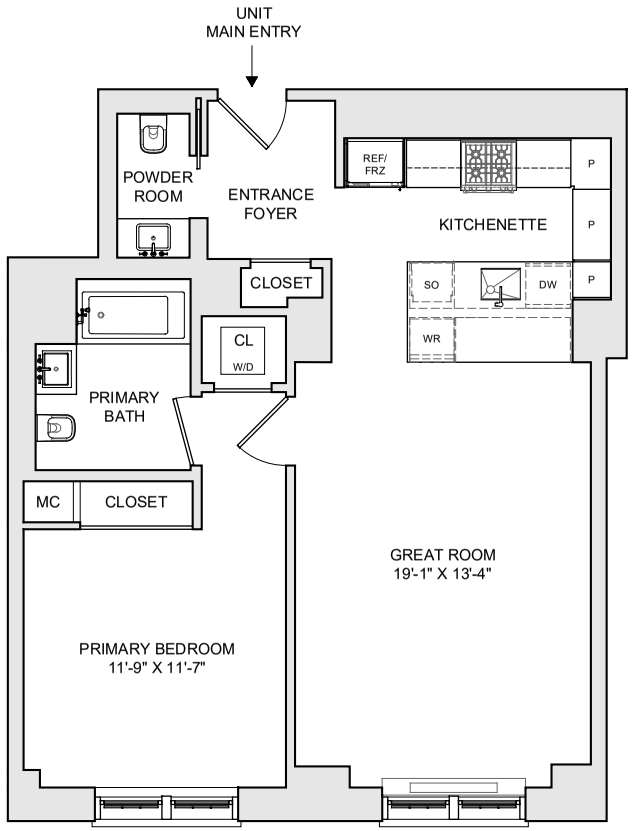
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- W/D - STACKED WASHER DRYER
- P - PANTRY



417

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 3F
1 BED,1.5 BATH
825 SF

NOTES:

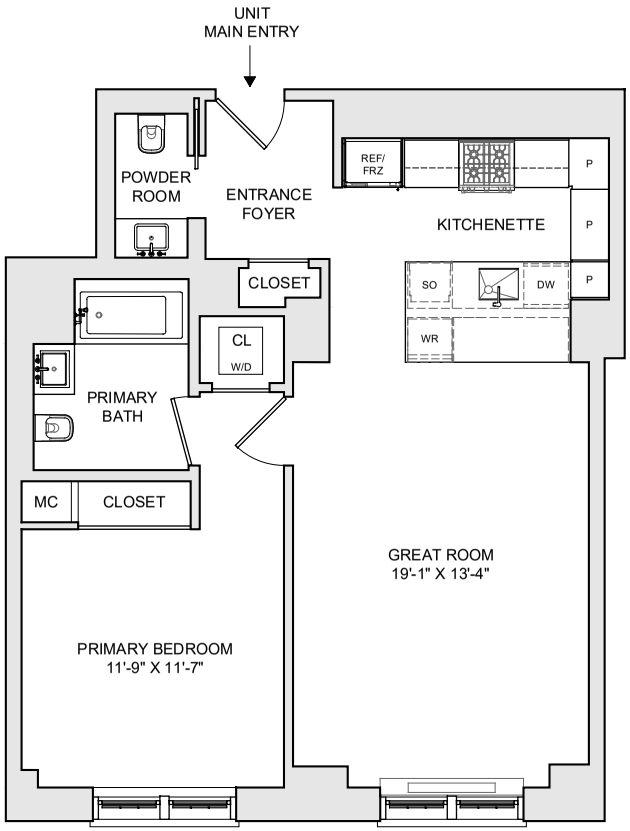
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P - PANTRY



418

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 4F
1 BED,1.5 BATH
825 SF

NOTES:

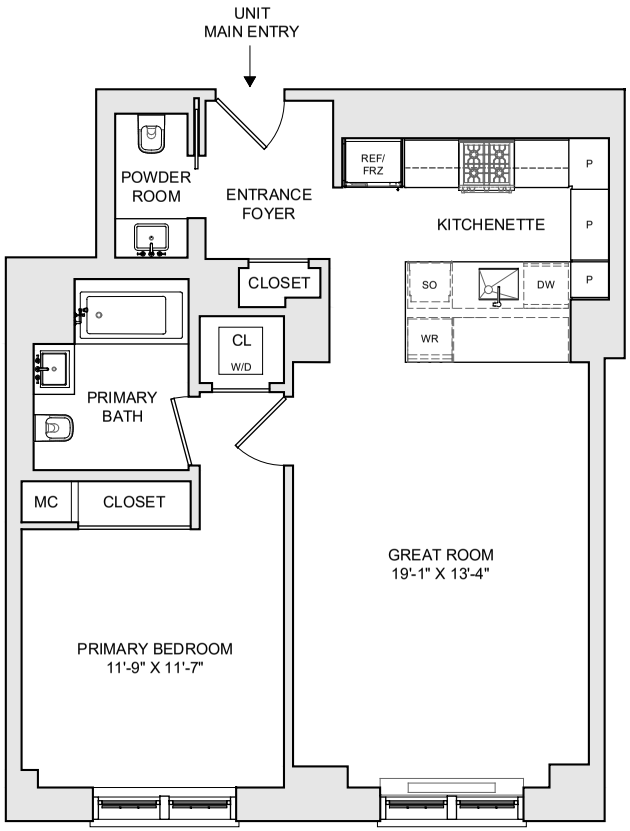
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- P - PANTRY



419

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 5F
1 BED,1.5 BATH
825 SF

NOTES:

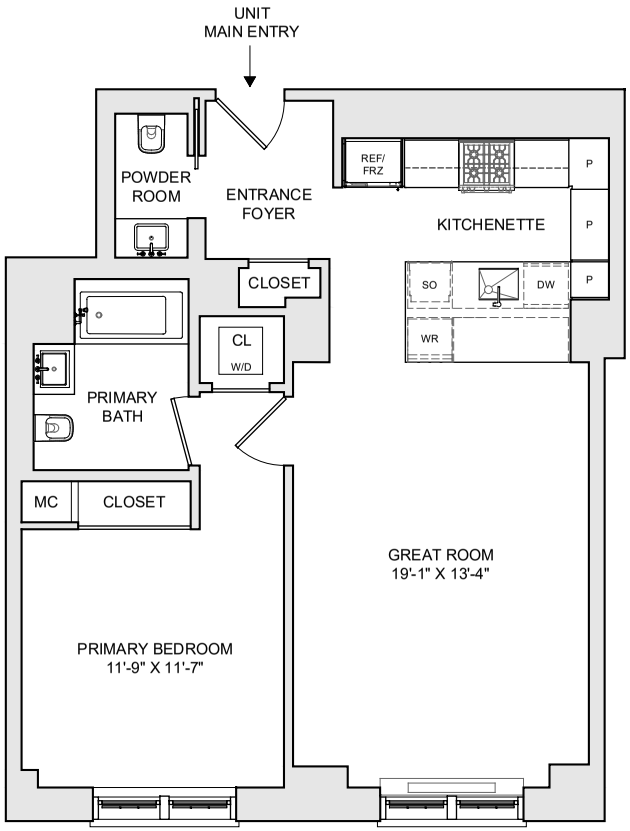
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W - WASHER
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P - PANTRY



420

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 6F
1 BED,1.5 BATH
825 SF

NOTES:

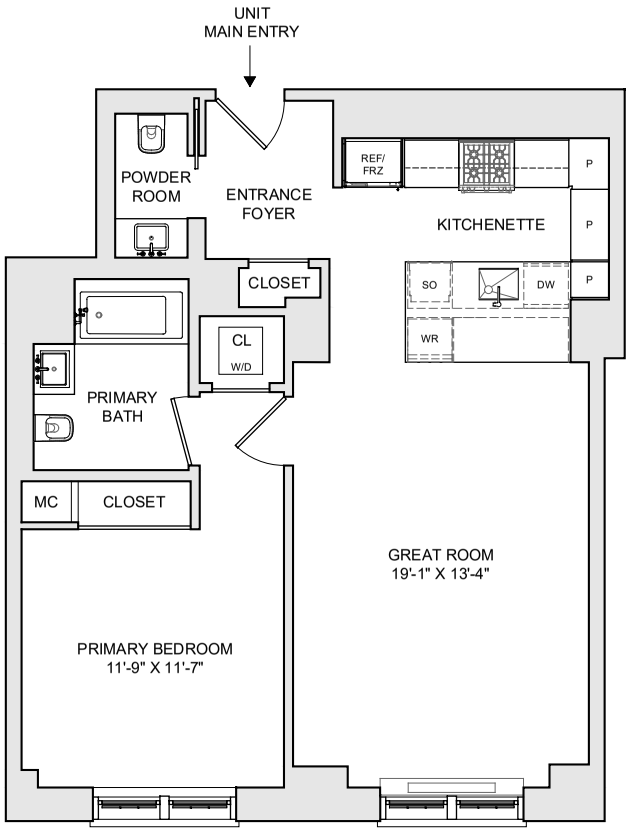
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- P - PANTRY



421

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 7F
1 BED,1.5 BATH
825 SF

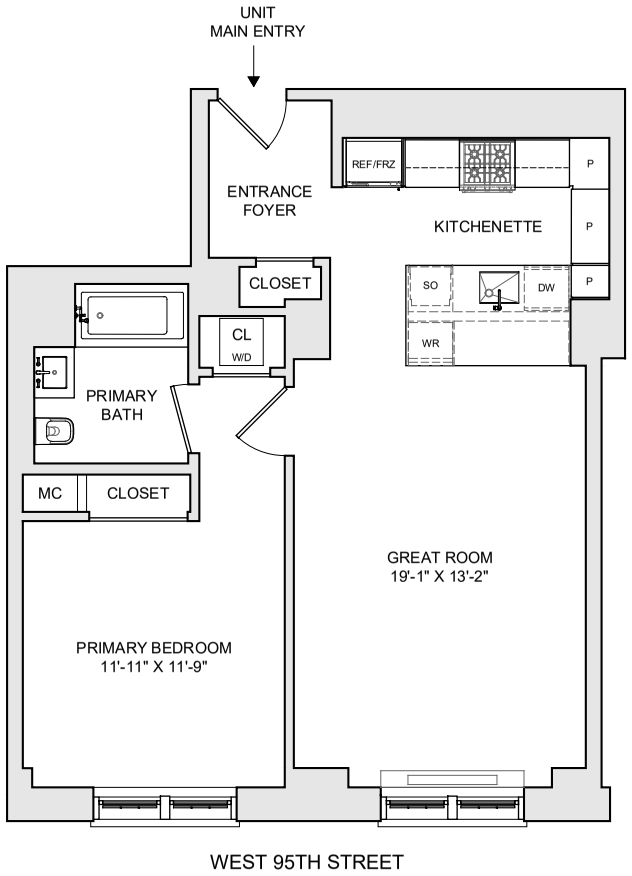
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- P - PANTRY



422

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 8D
1 BED,1 BATH
788 SF

NOTES:

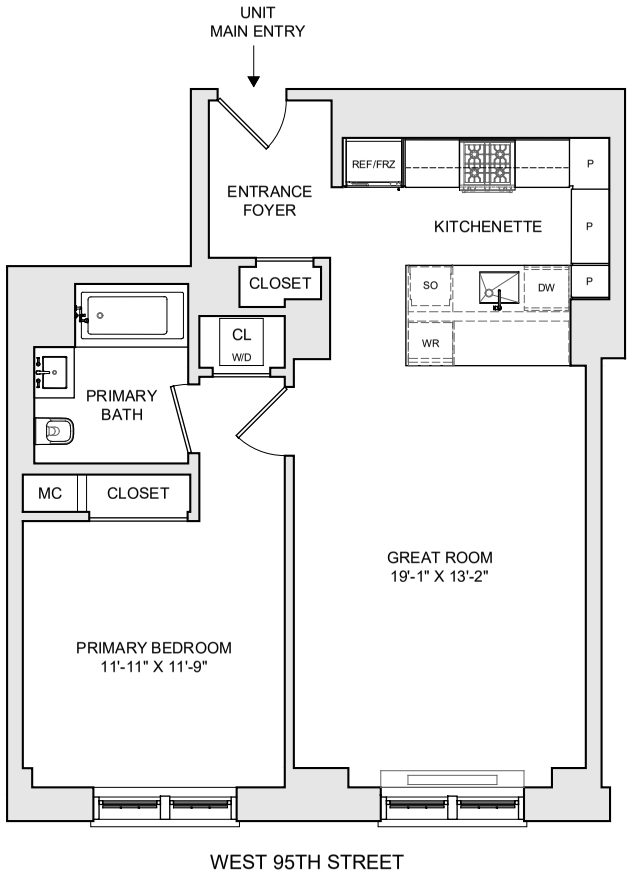
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- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



423

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 9D
1 BED,1 BATH
788 SF

NOTES:

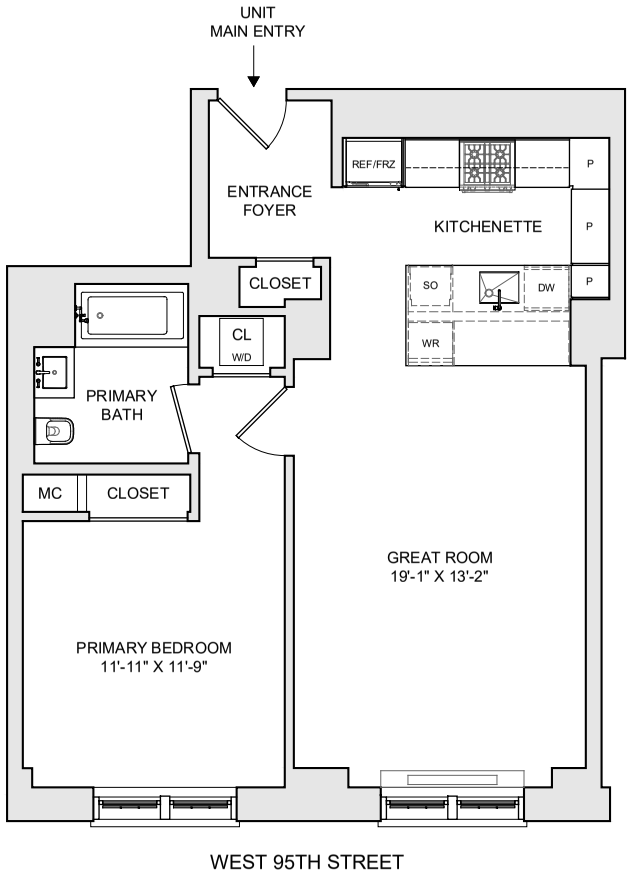
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- P - PANTRY



424

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 10D
1 BED,1 BATH
788 SF

NOTES:

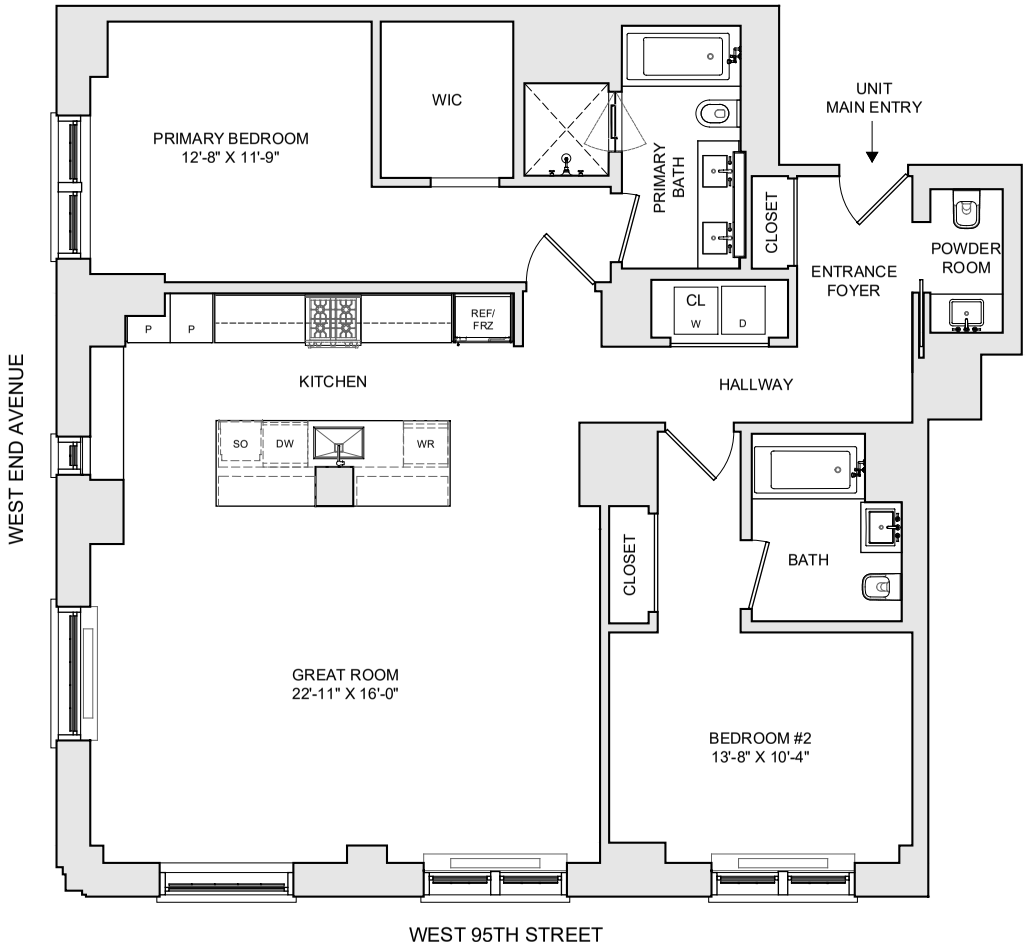
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- P - PANTRY



425

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 3E
2 BED,2.5 BATH
1524 SF

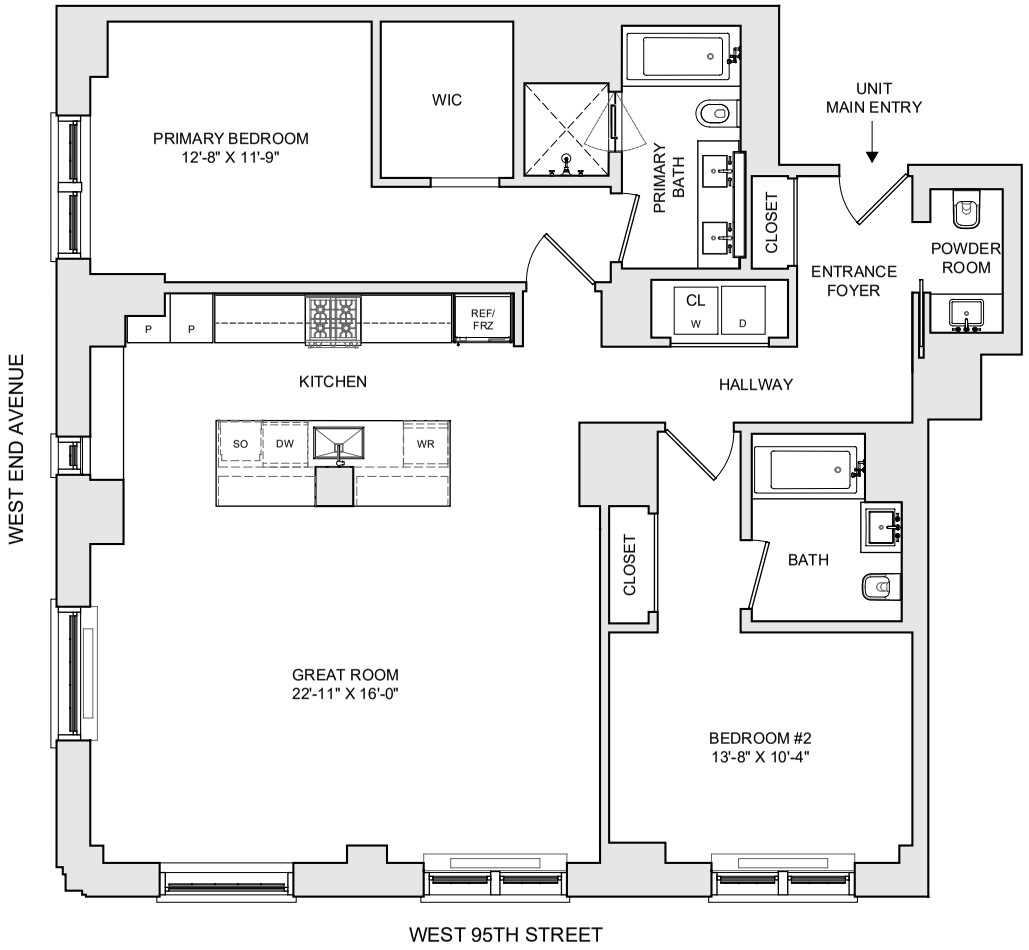
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426

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 4E
2 BED,2.5 BATH
1524 SF

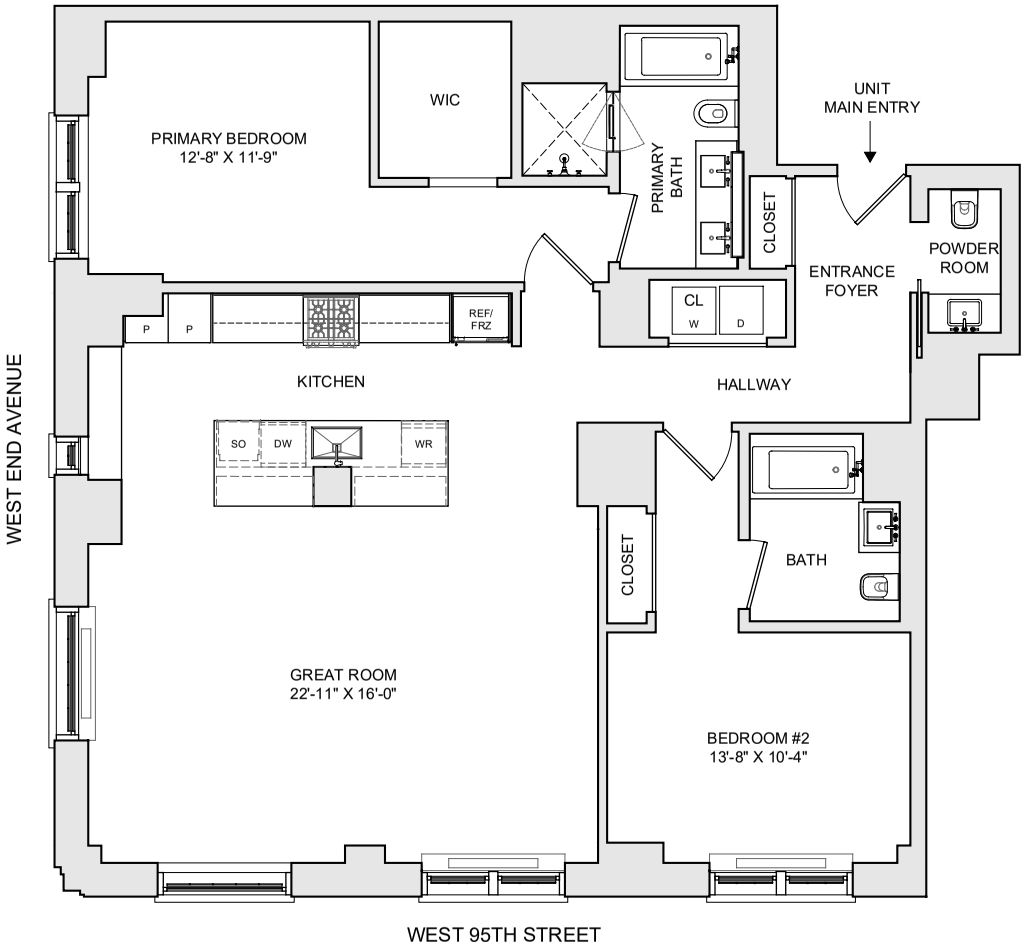
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427

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 5E
2 BED,2.5 BATH
1524 SF

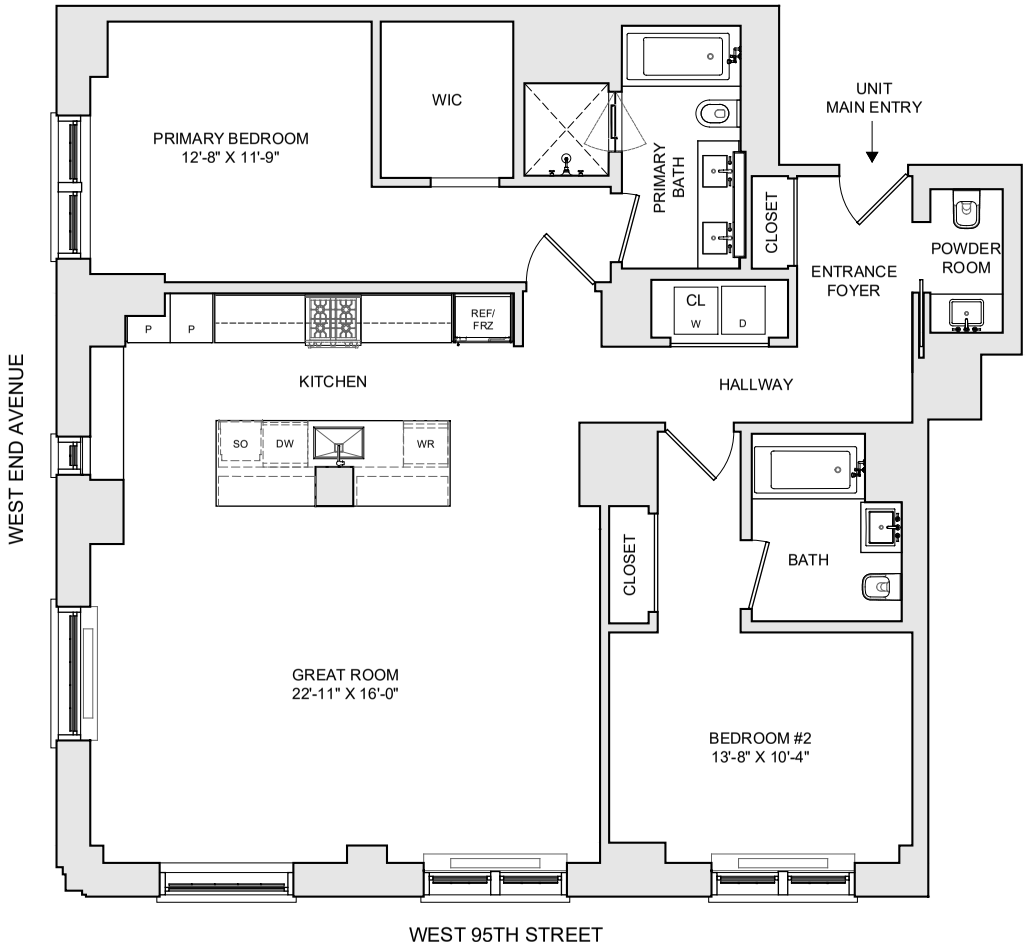
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428

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 6E
2 BED,2.5 BATH
1524 SF

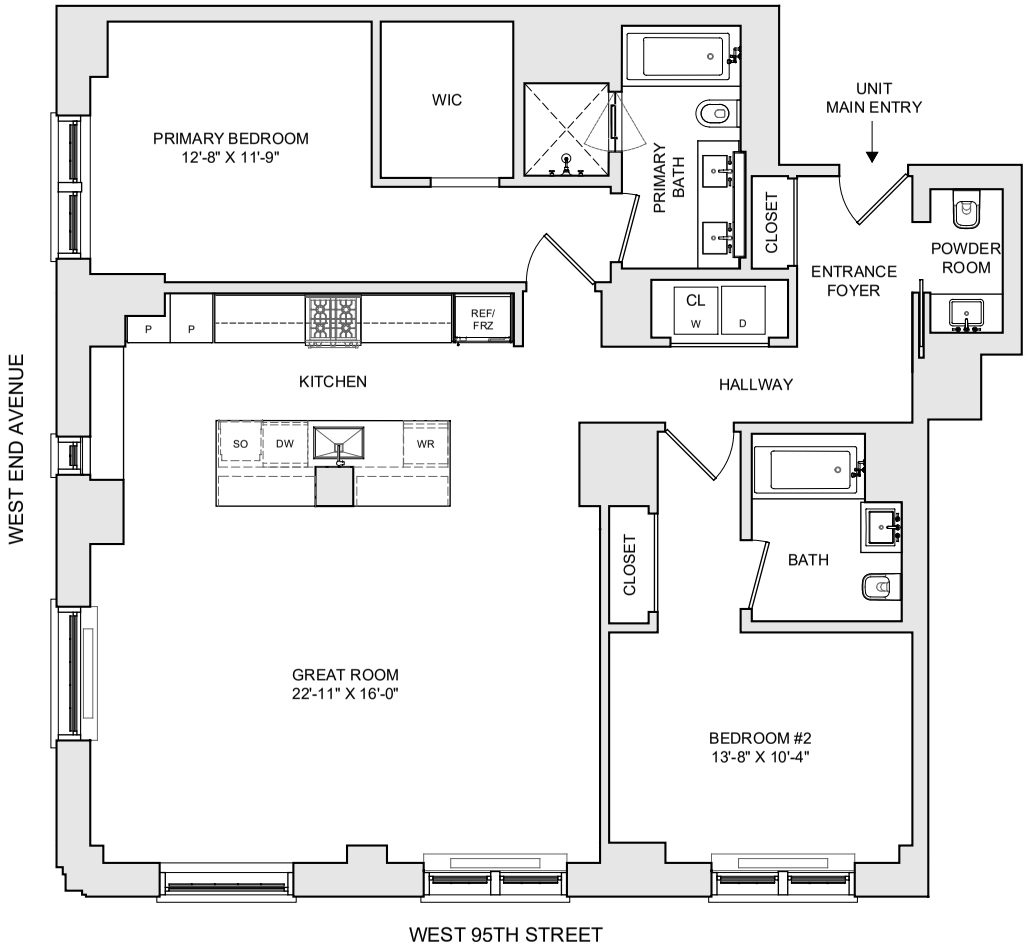
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429

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 7E
2 BED,2.5 BATH
1524 SF

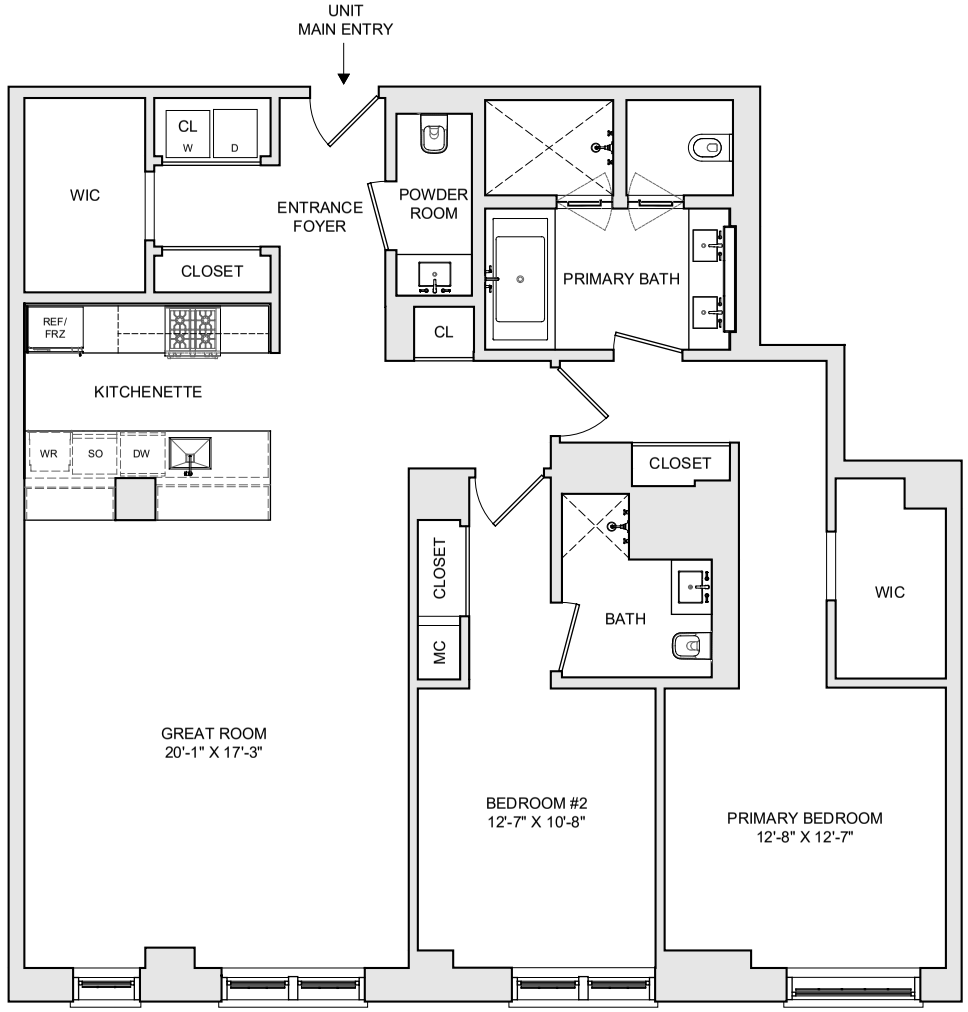
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- P - PANTRY



430

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 4K
2 BED,2.5 BATH
1578 SF

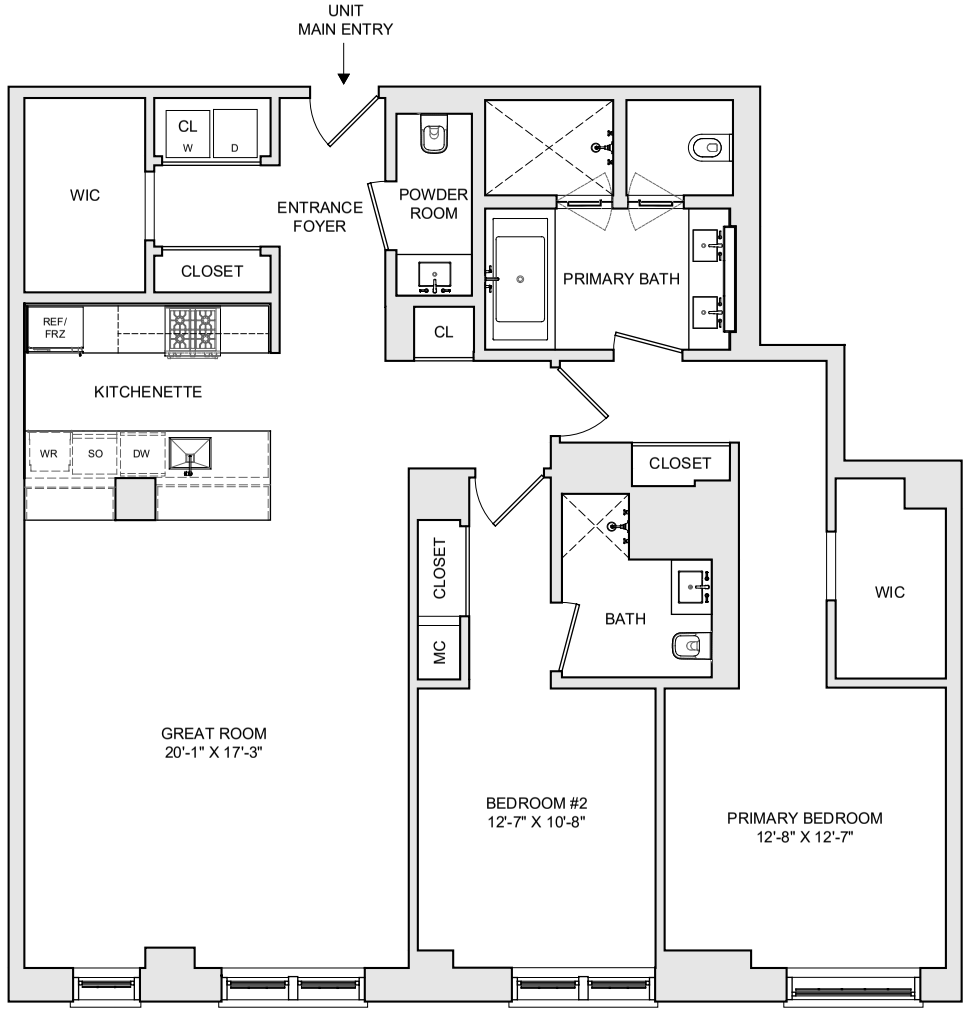
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LEGEND

- REF - REFRIGERATOR
- FRZ - FREEZER
- DW - DISHWASHER
- WR - WINE REFRIGERATOR
- SO - SPEED OVEN
- ST.O - STEAM OVEN
- MW - MICROWAVE
- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



431

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 5K
2 BED,2.5 BATH
1578 SF

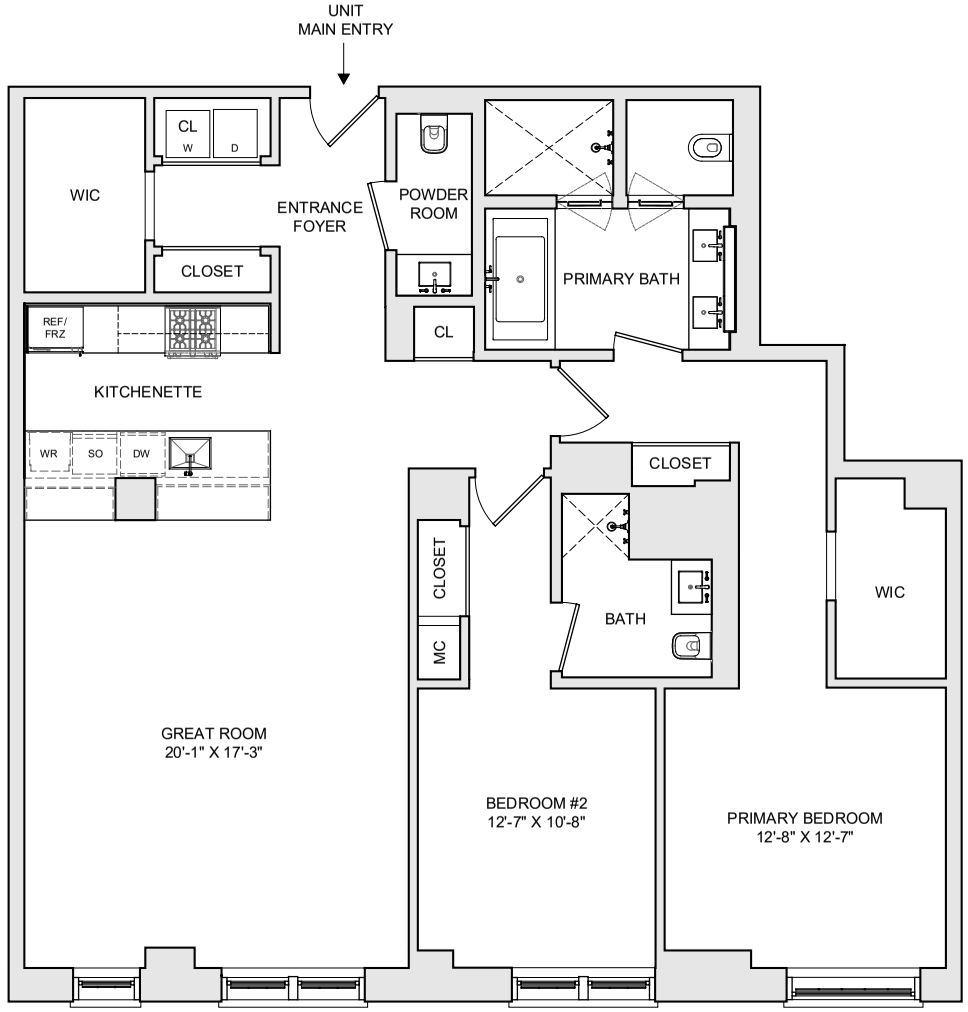
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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 6K
2 BED,2.5 BATH
1578 SF

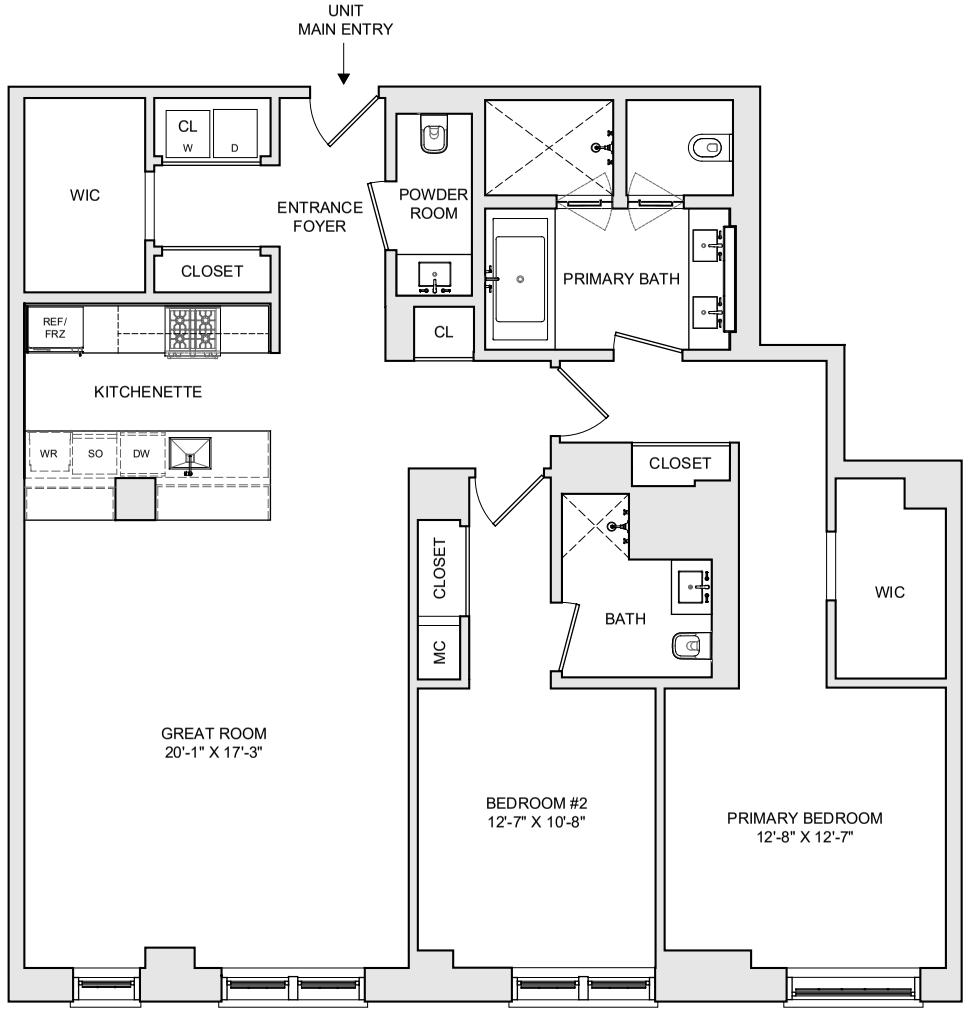
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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 7K
2 BED,2.5 BATH
1578 SF

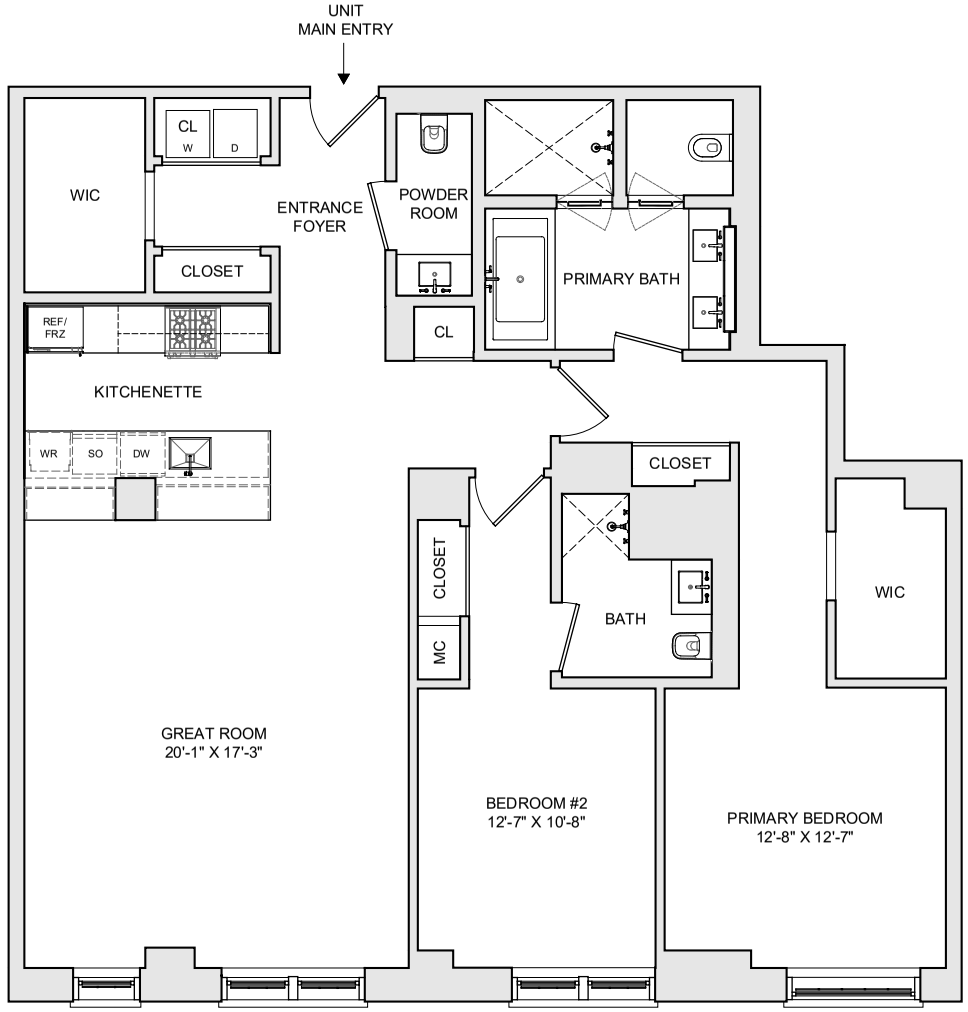
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- P - PANTRY



434

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 8H
2 BED,2.5 BATH
1579 SF

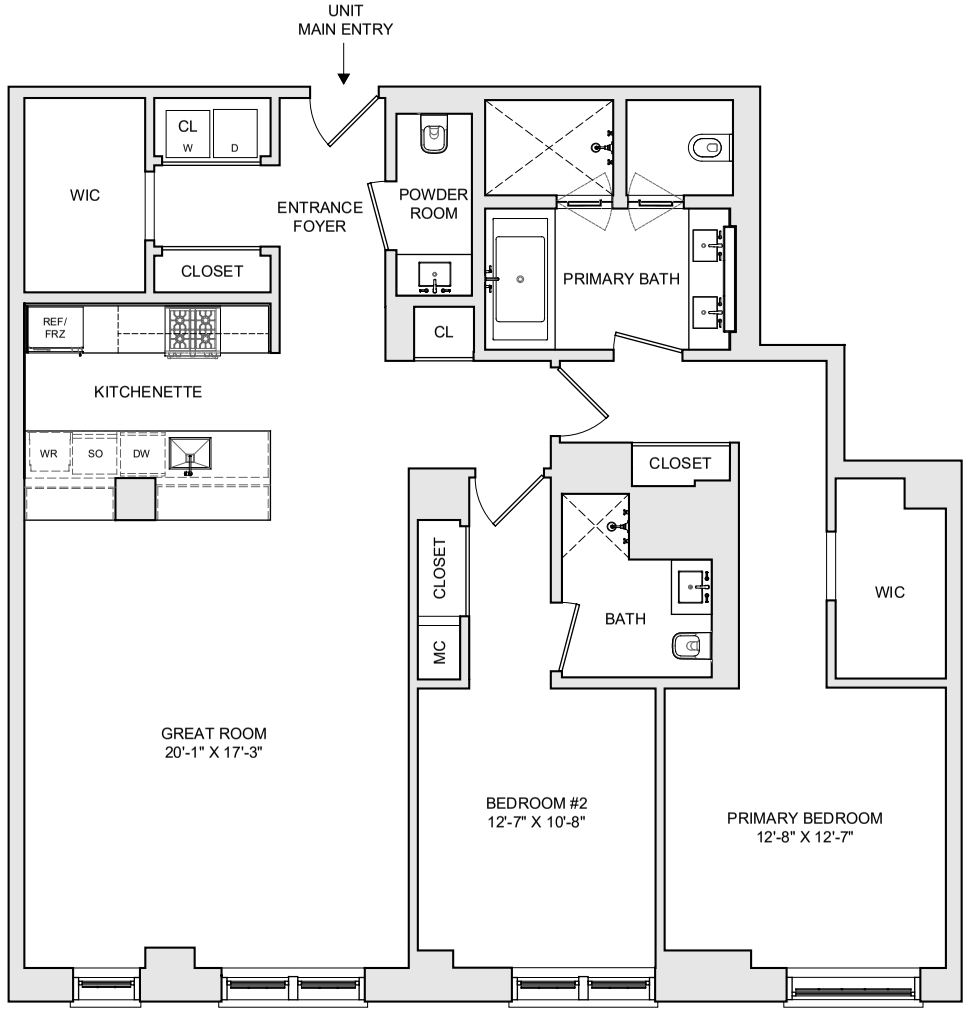
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- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



435

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 9H
2 BED,2.5 BATH
1579 SF

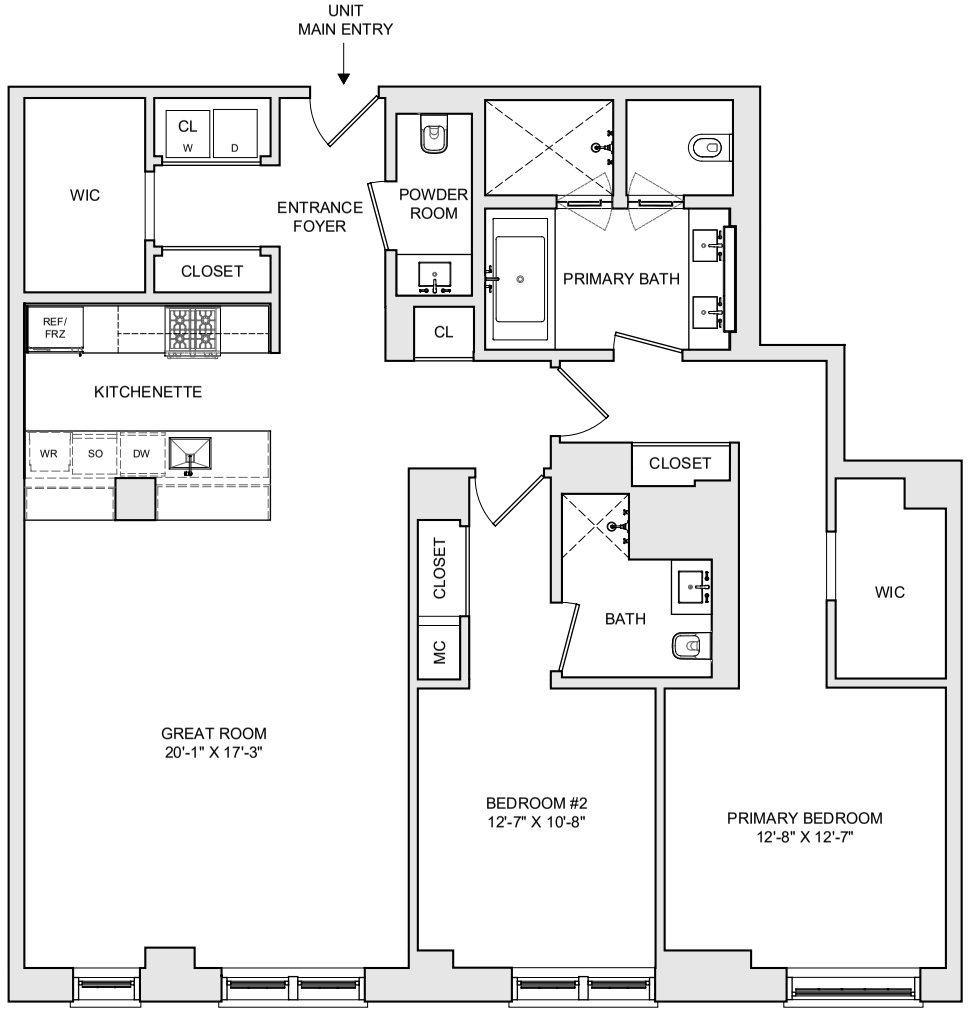
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W - WASHER
D - DRYER
W/D - STACKED WASHER DRYER
P - PANTRY



436

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

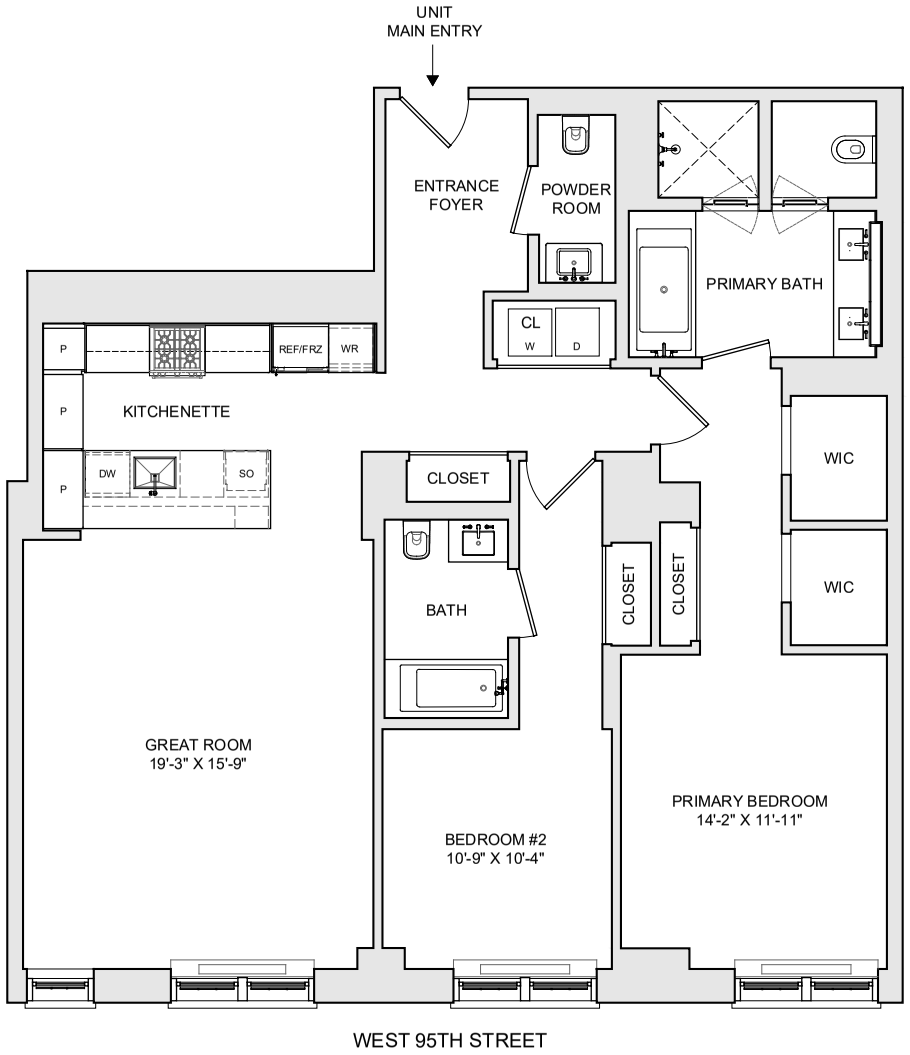
02/20/24

UNIT 10H
2 BED,2.5 BATH
1579 SF

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- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY

437

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 3G
2 BED,2.5 BATH
1481 SF

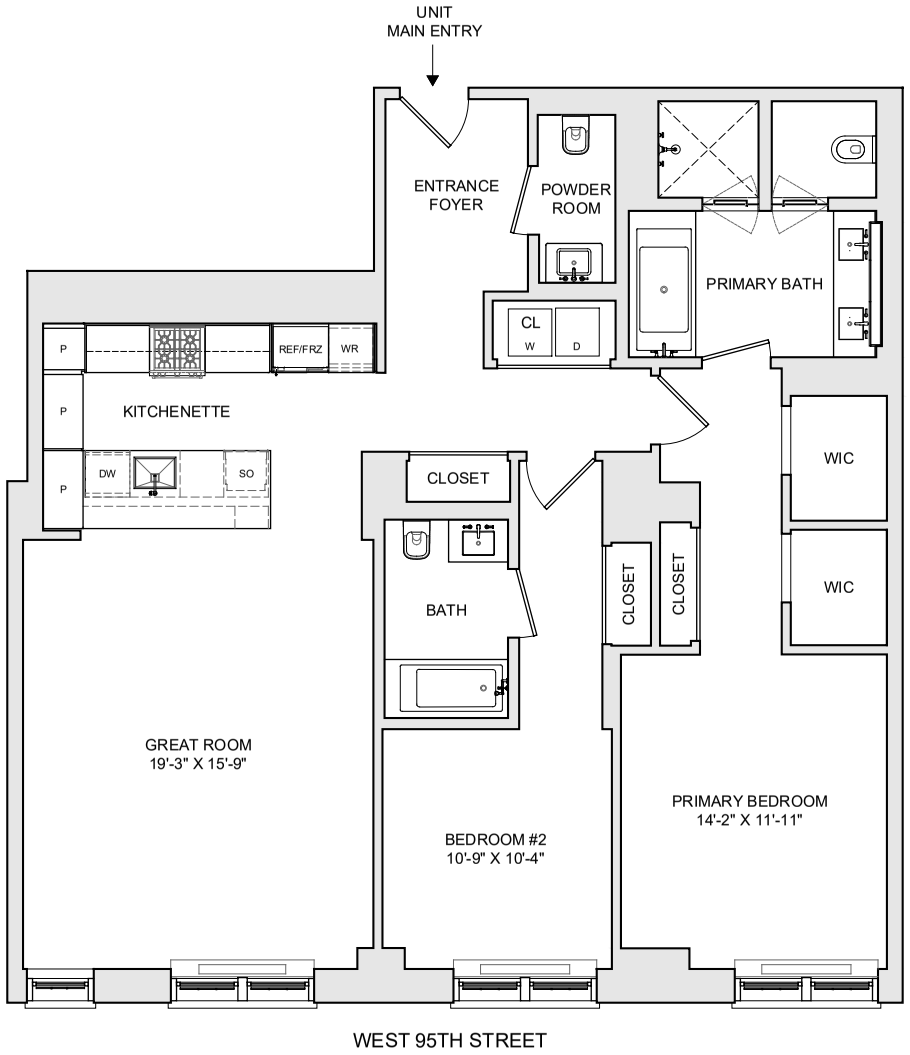
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W - WASHER
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W/D - STACKED WASHER DRYER
P - PANTRY



438

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 4H
2 BED,2.5 BATH
1481 SF

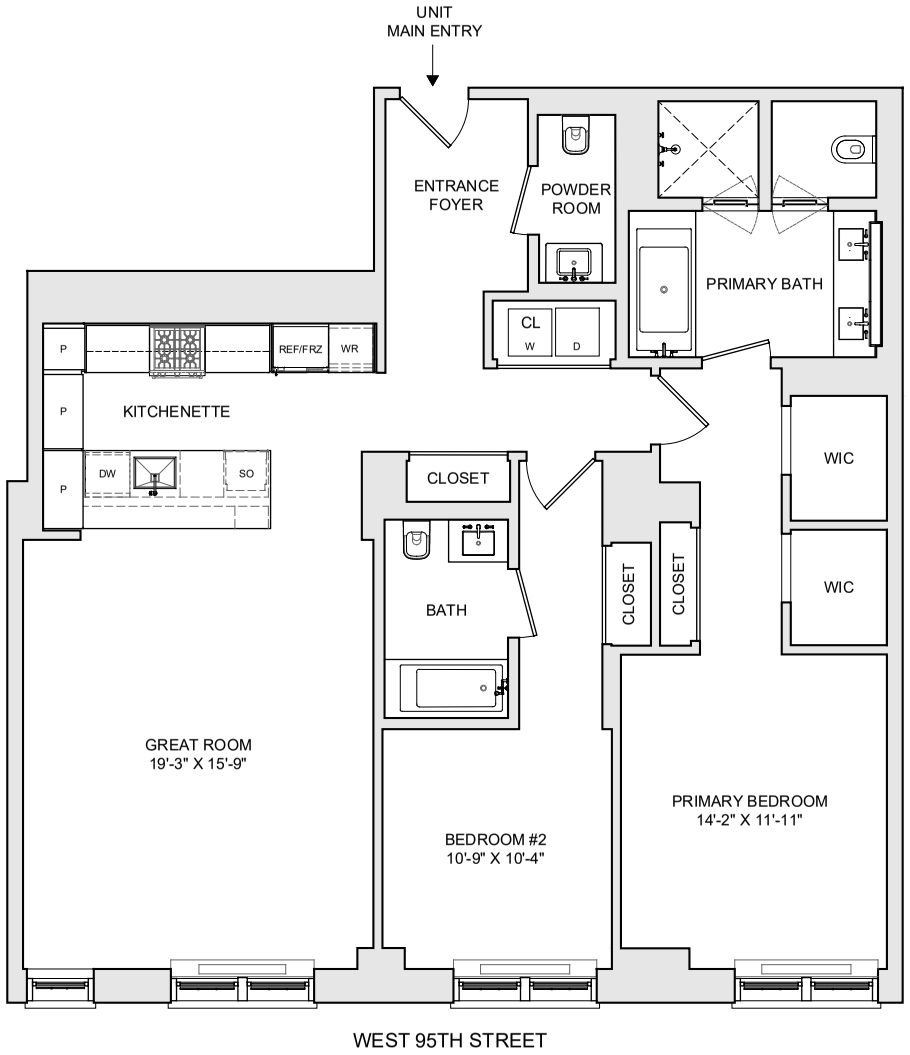
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P - PANTRY



439

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 5H
2 BED,2.5 BATH
1481 SF

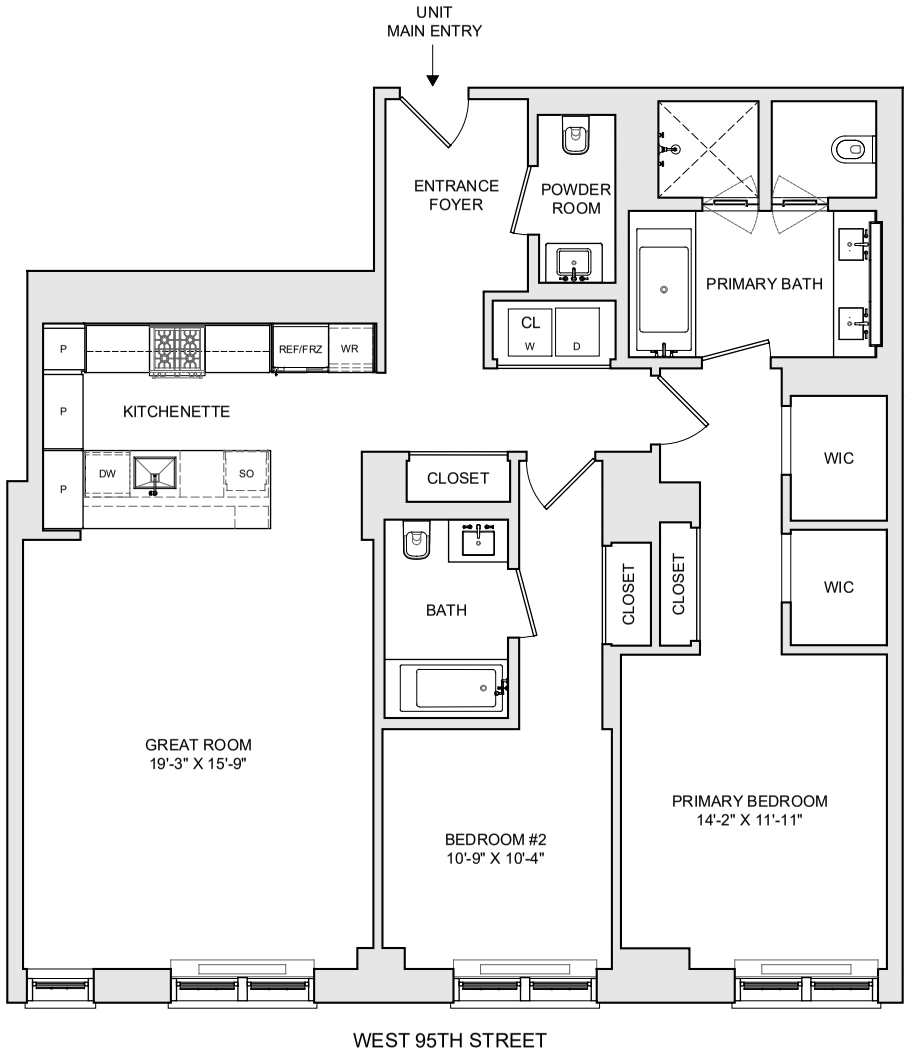
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P - PANTRY



440

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 6H
2 BED,2.5 BATH
1481 SF

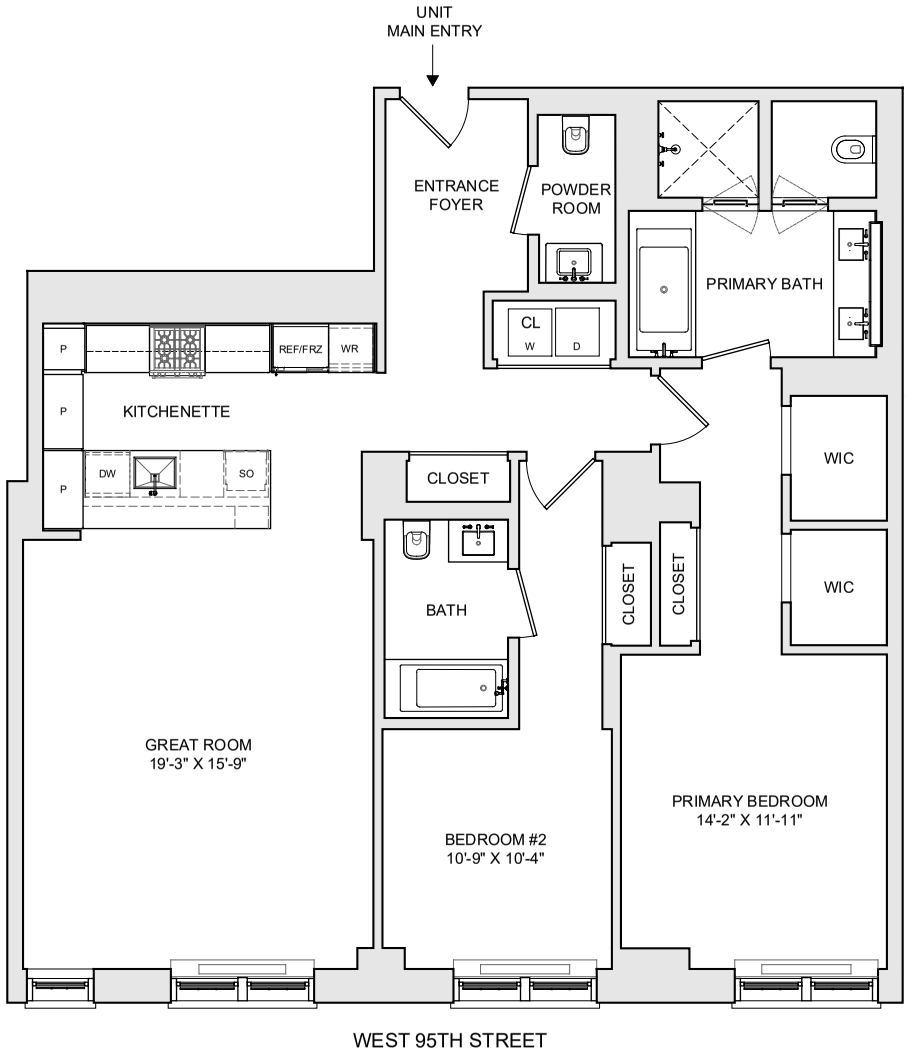
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441

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 7H
2 BED,2.5 BATH
1481 SF

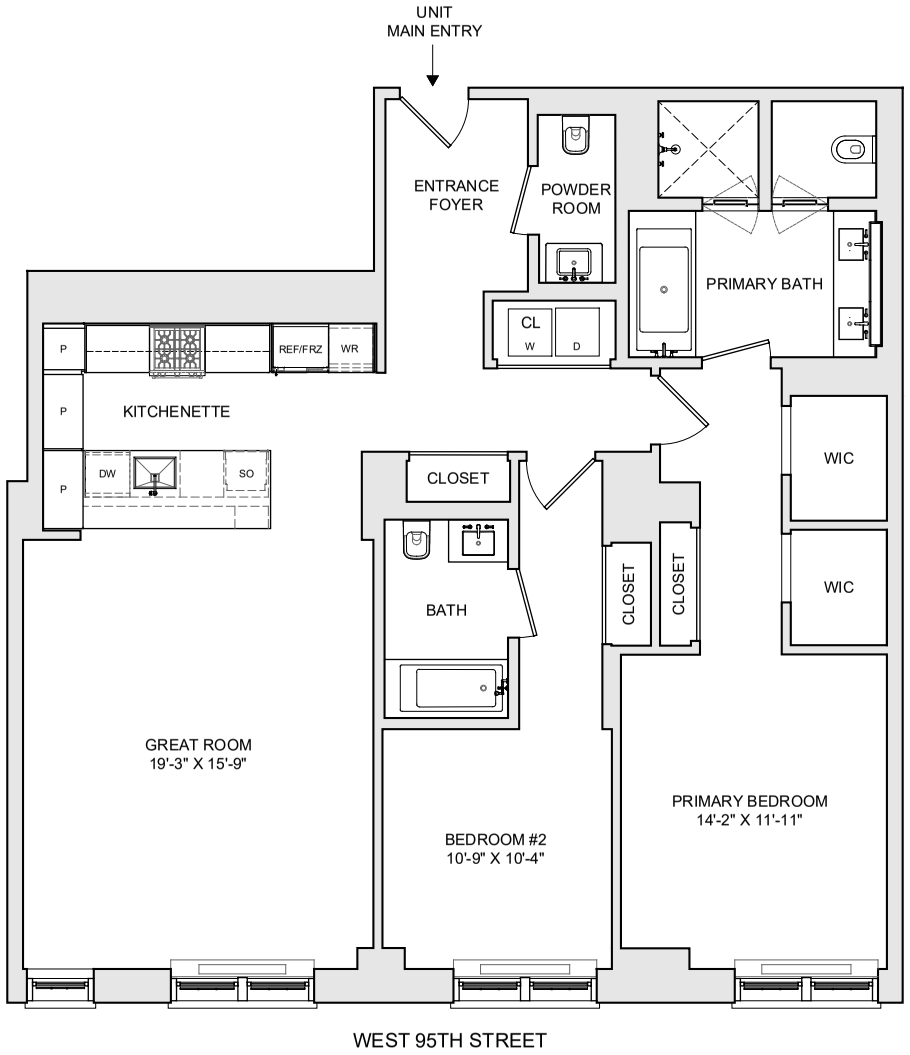
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442

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720 West End Avenue

New York, NY 10025

02/20/24

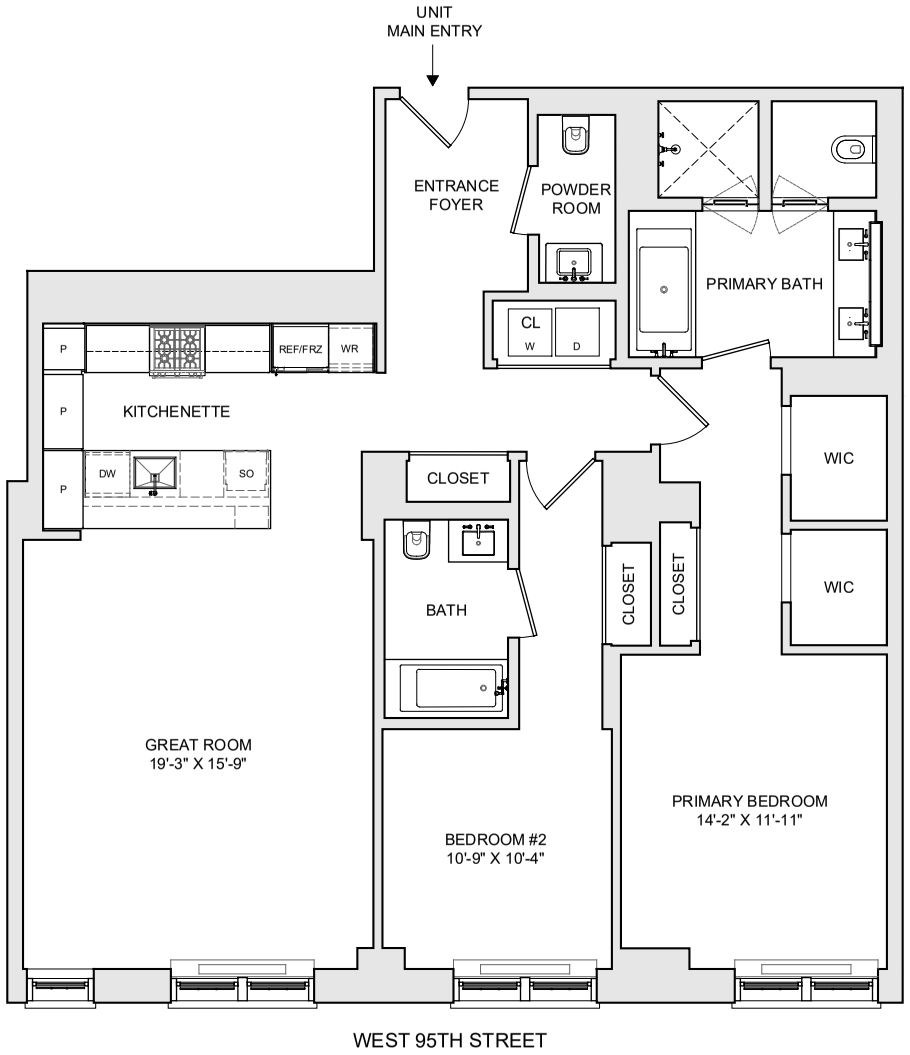
UNIT 8F
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443



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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 9F
2 BED,2.5 BATH
1482 SF

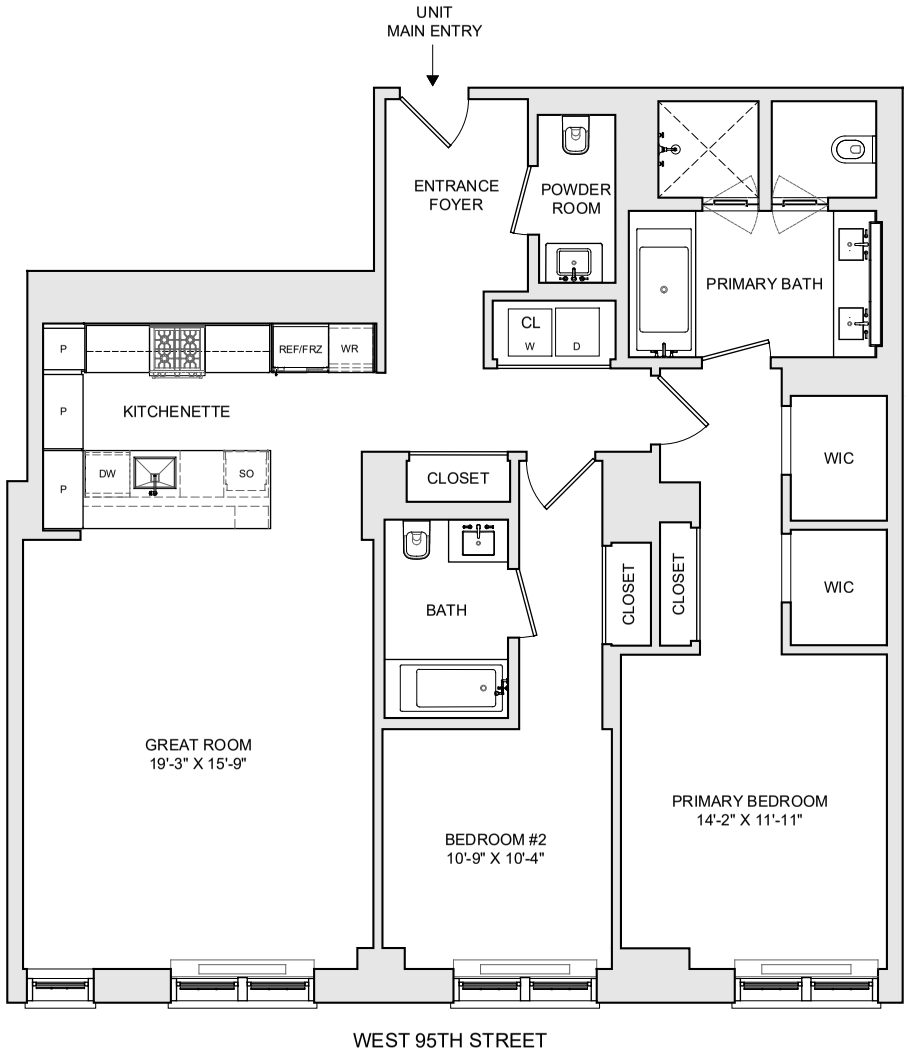
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444

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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 10F
2 BED,2.5 BATH
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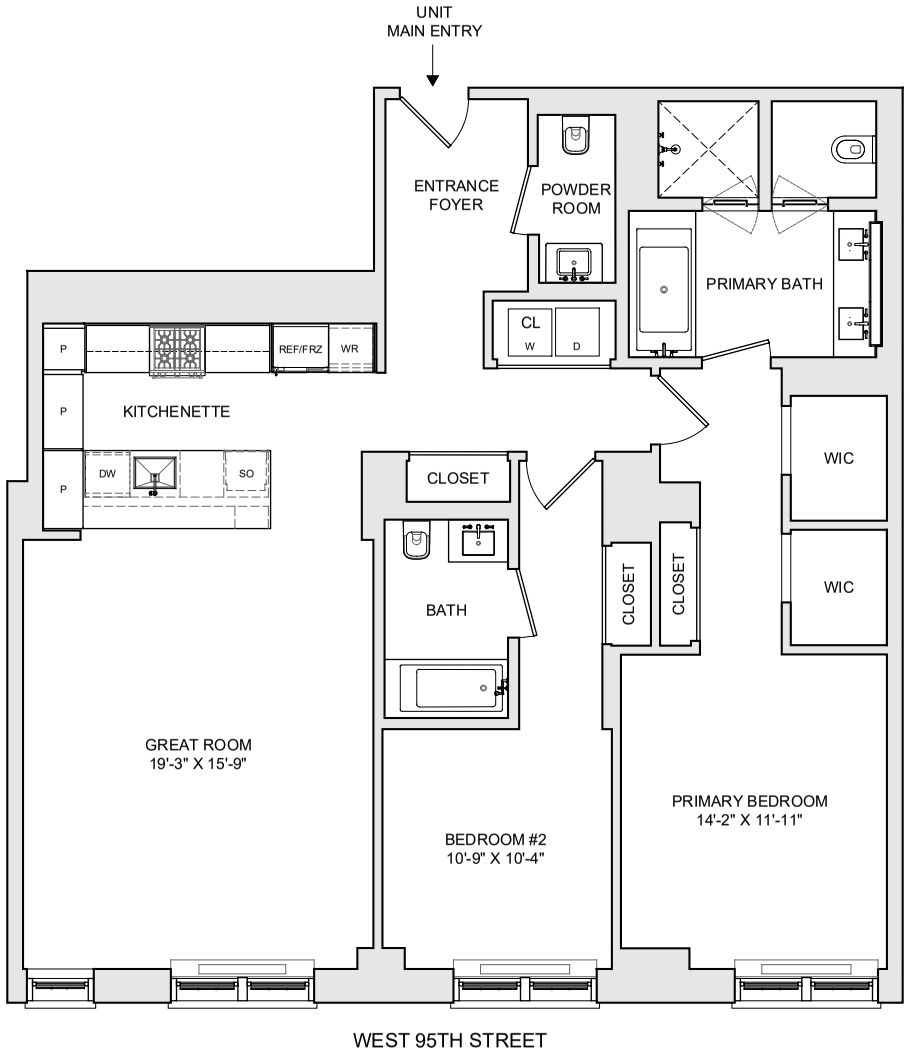
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445

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 11F
2 BED,2.5 BATH
1478 SF

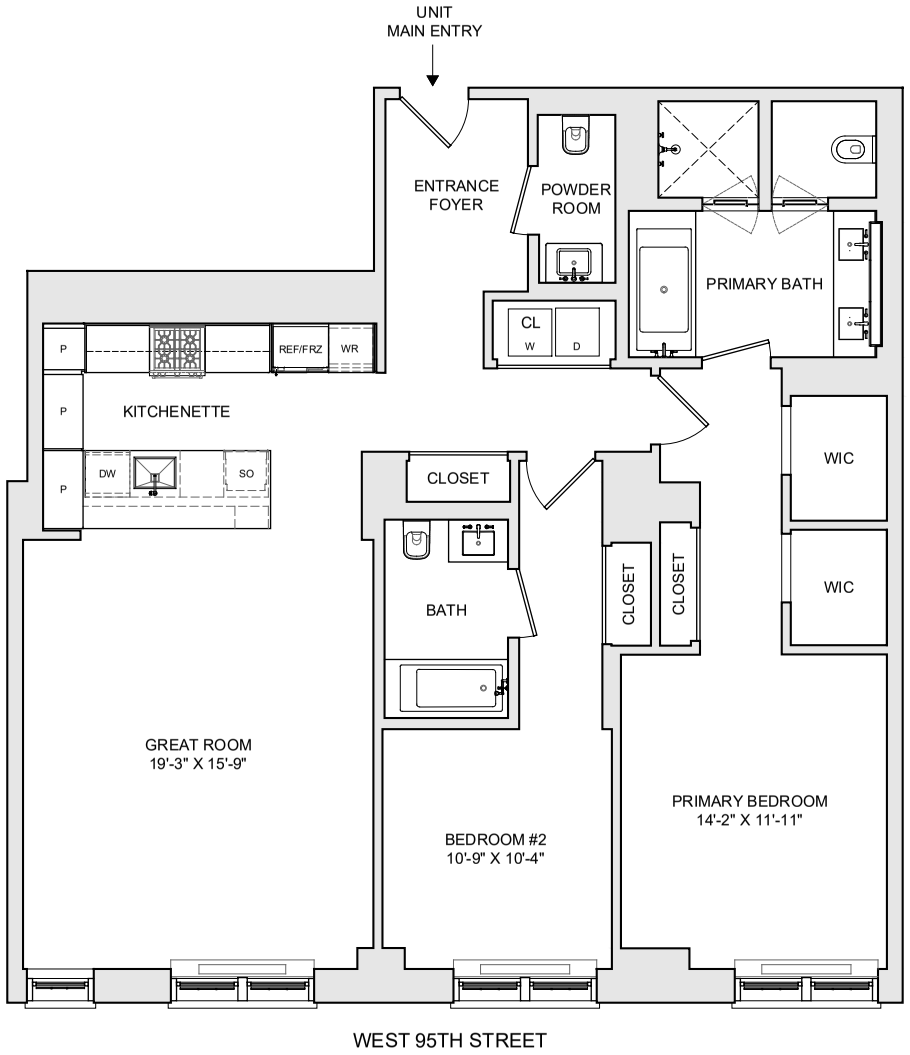
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P - PANTRY



446

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 12F
2 BED,2.5 BATH
1478 SF

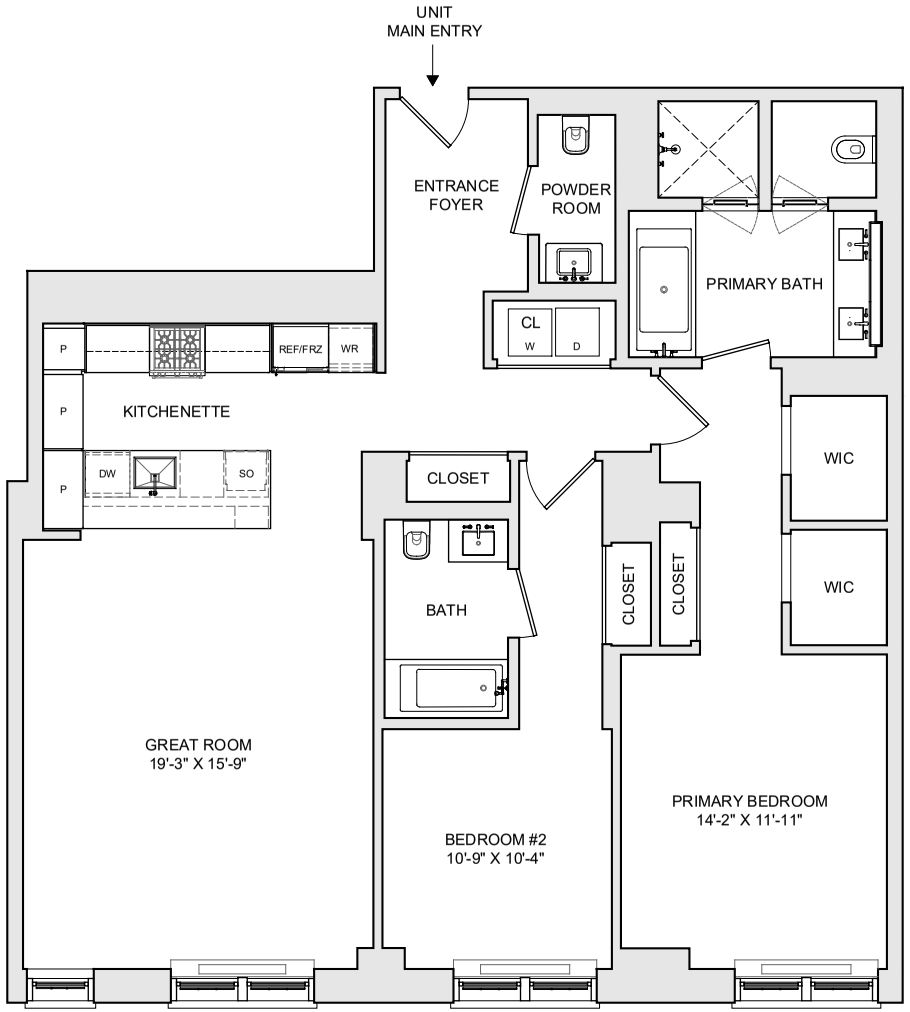
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447

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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 14F
2 BED,2.5 BATH
1478 SF

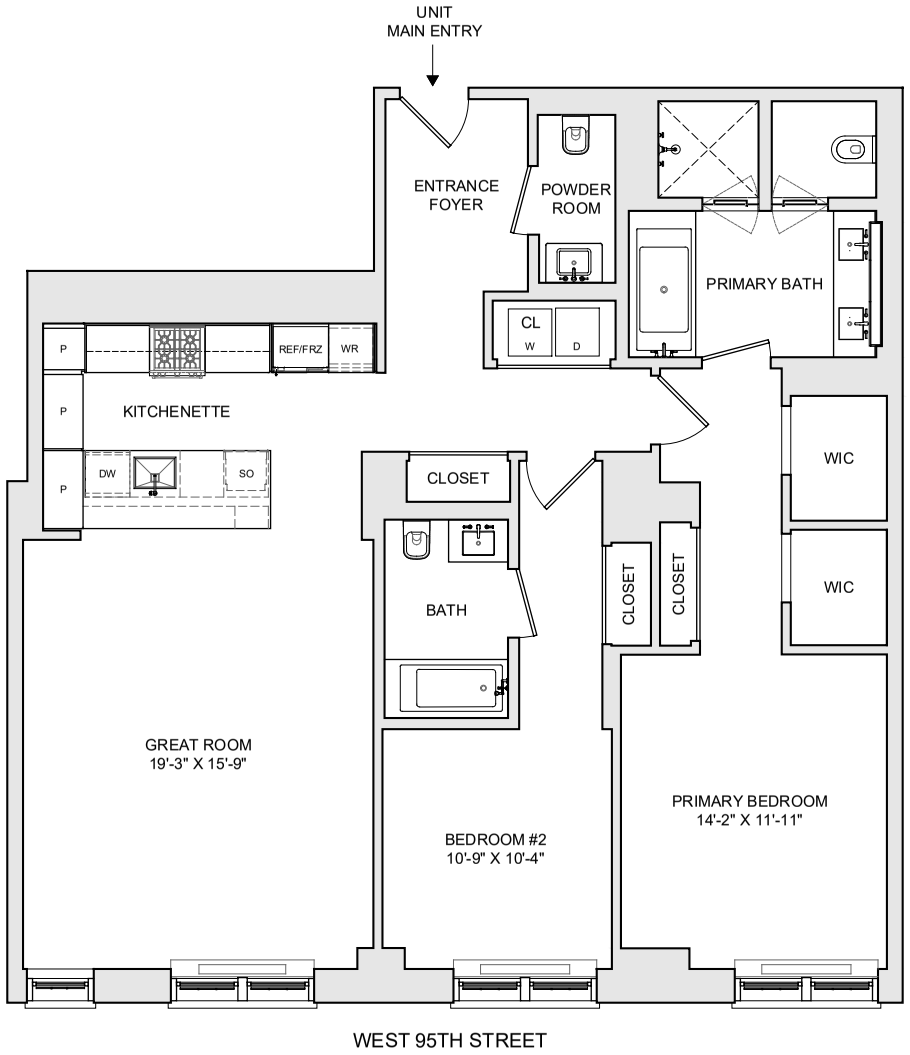
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LEGEND

REF - REFRIGERATOR
FRZ - FREEZER
DW - DISHWASHER
WR - WINE REFRIGERATOR
SO - SPEED OVEN
ST.O - STEAM OVEN
MW - MICROWAVE
W - WASHER
D - DRYER
W/D - STACKED WASHER DRYER
P - PANTRY



448

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

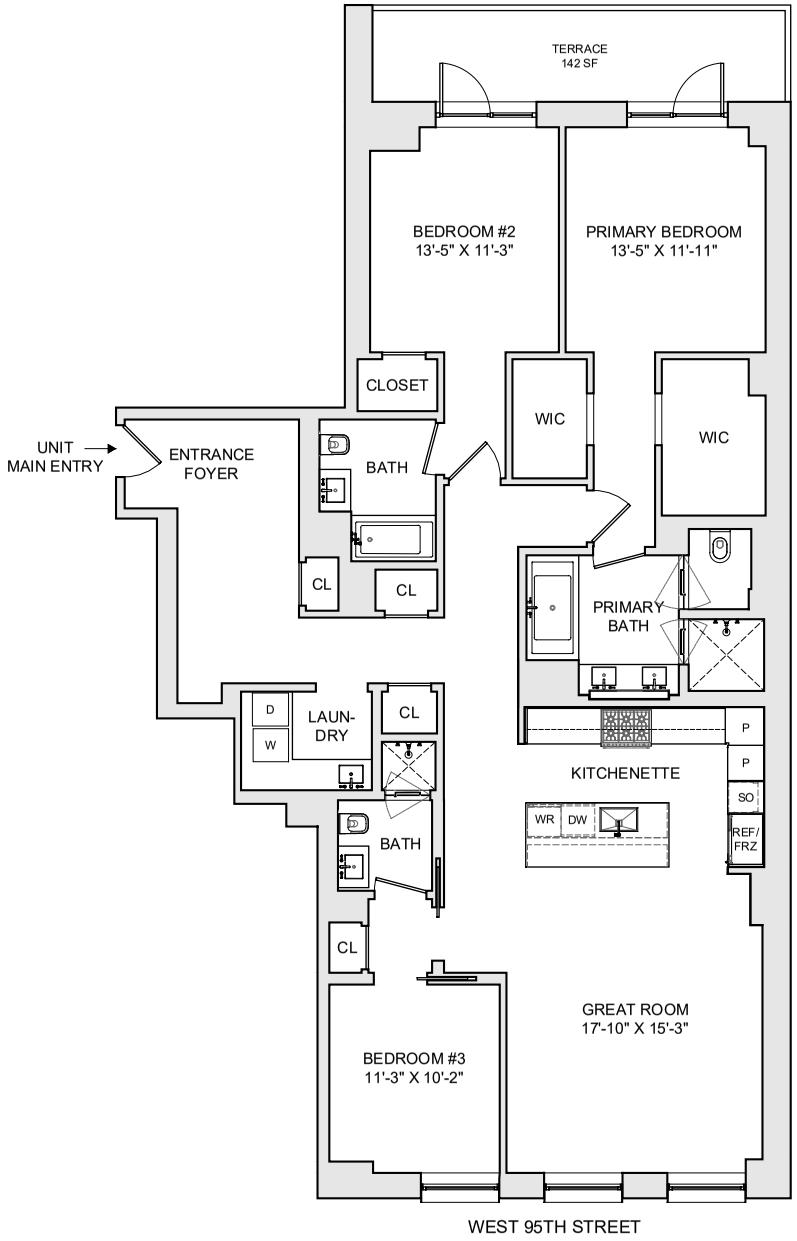
02/20/24

UNIT 15F
2 BED,2.5 BATH
1478 SF

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- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

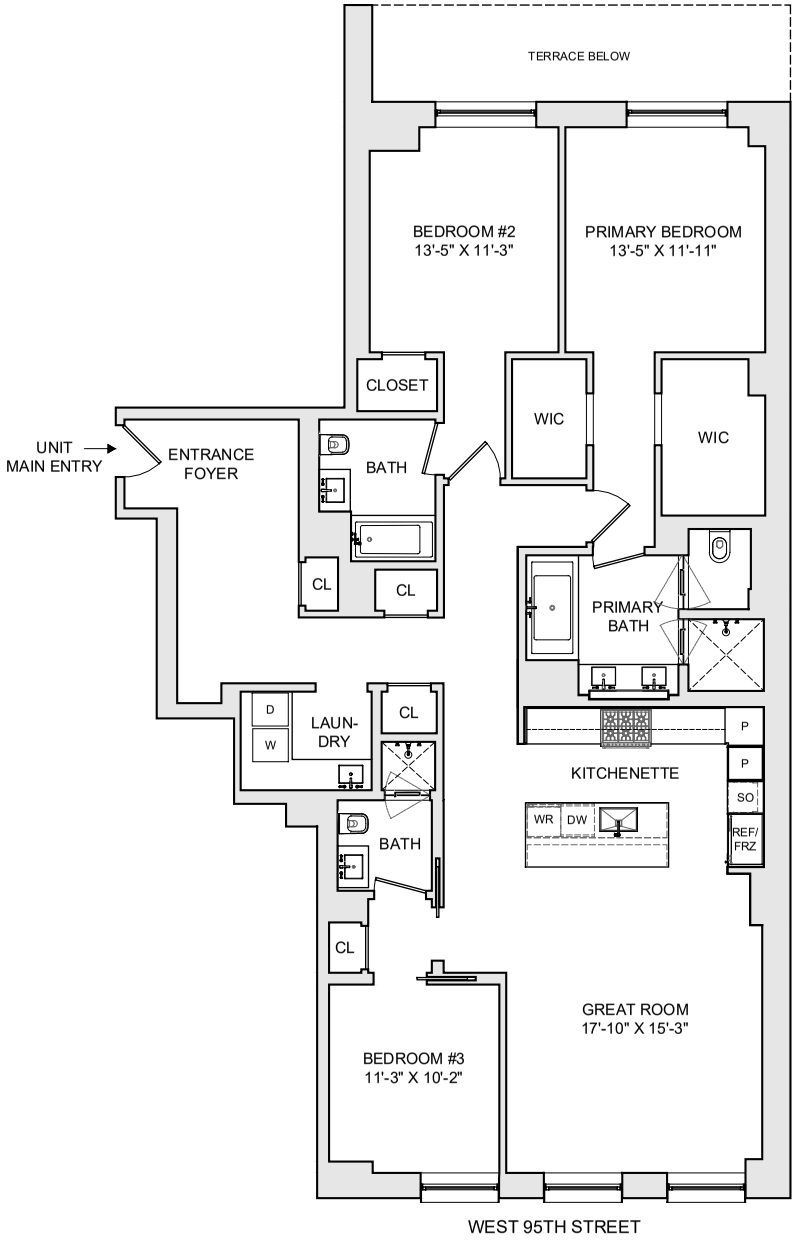
UNIT 4M
3 BED,3 BATH
1994 SF

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- MW - MICROWAVE
- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY

450

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

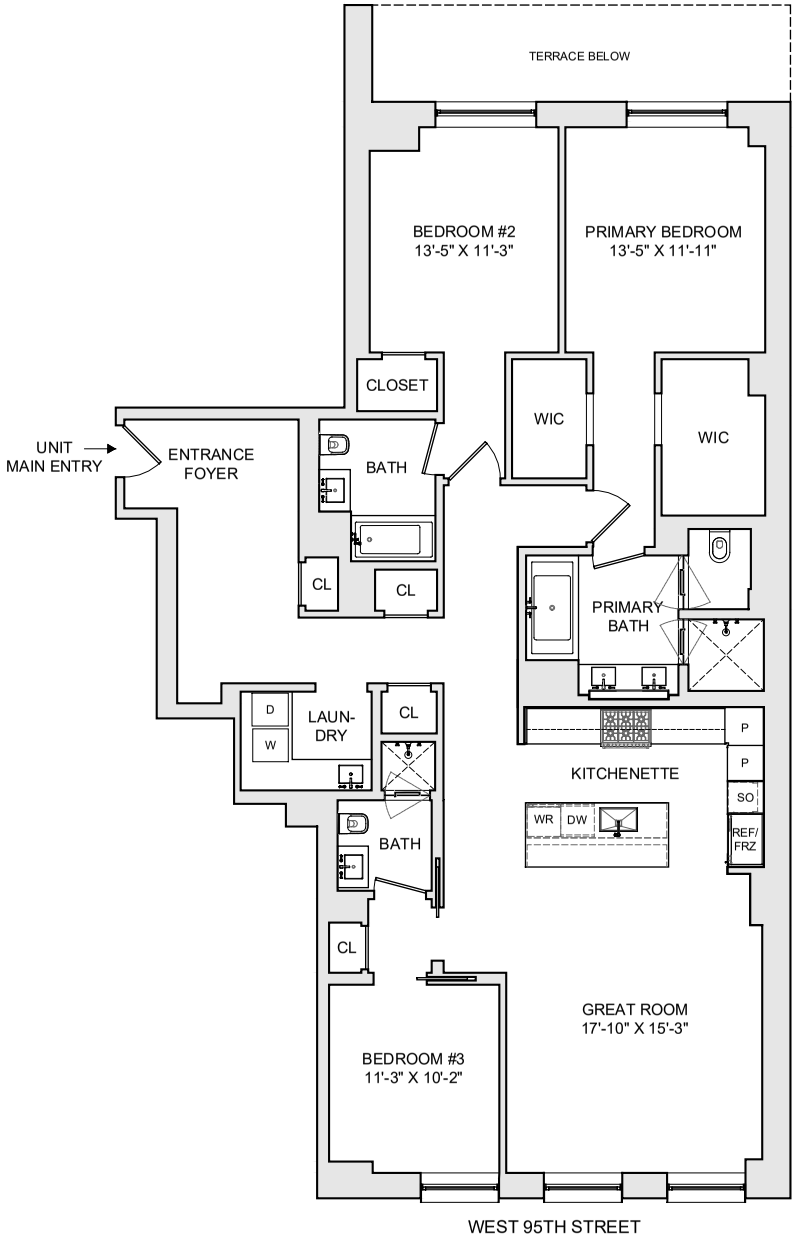
02/20/24

UNIT 5M
3 BED,3 BATH
1994 SF

NOTES:

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- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

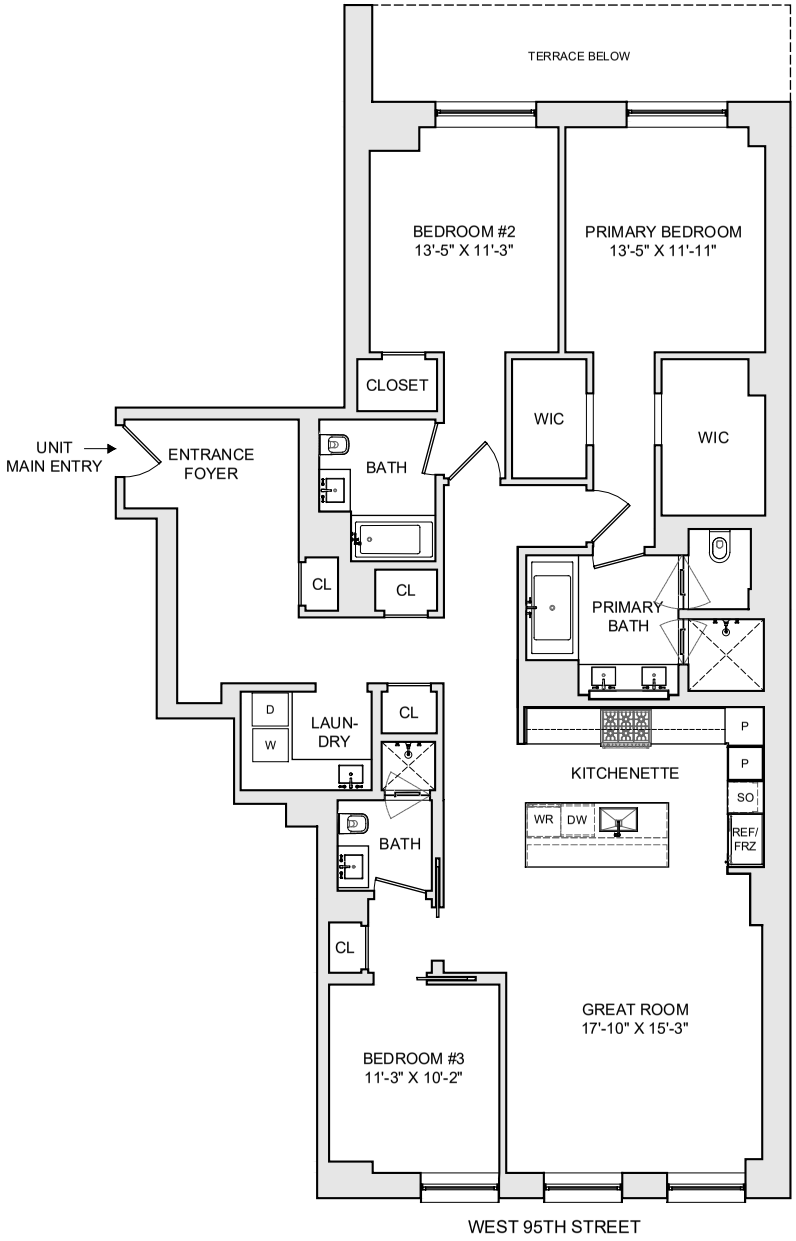
02/20/24

UNIT 6M
3 BED,3 BATH
1994 SF

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- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 7M
3 BED,3 BATH
1994 SF

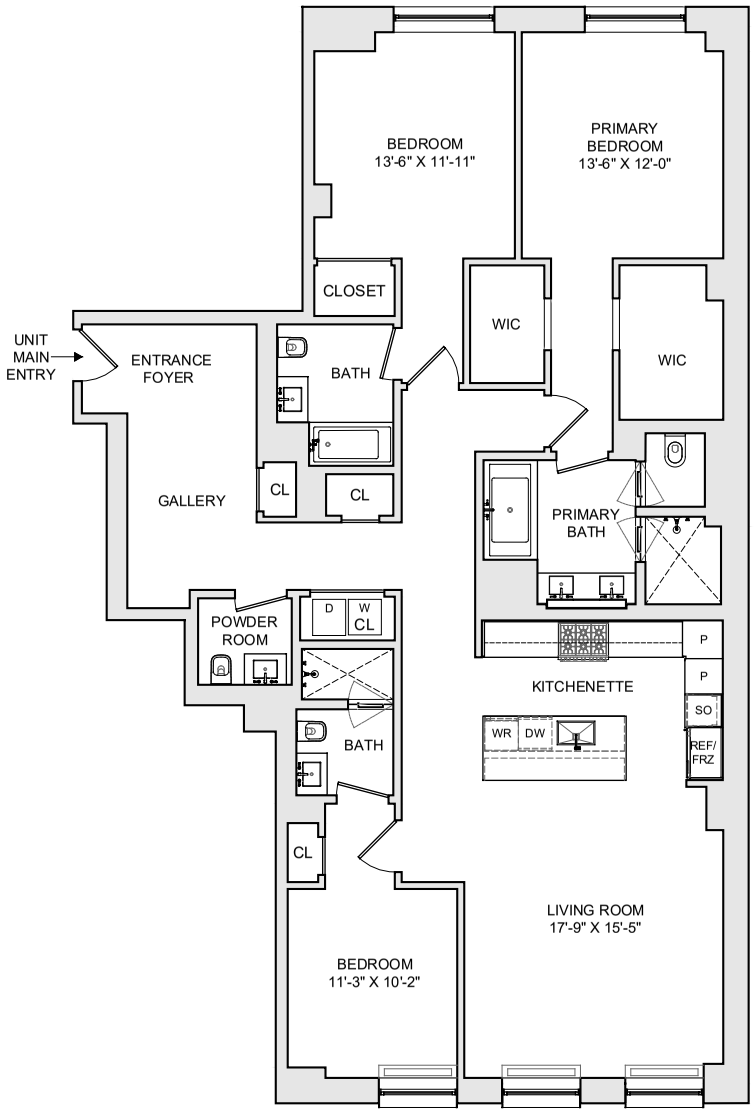
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- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



0' 4' 8' 16'

453

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 8K
3 BED,3.5 BATH
1992 SF

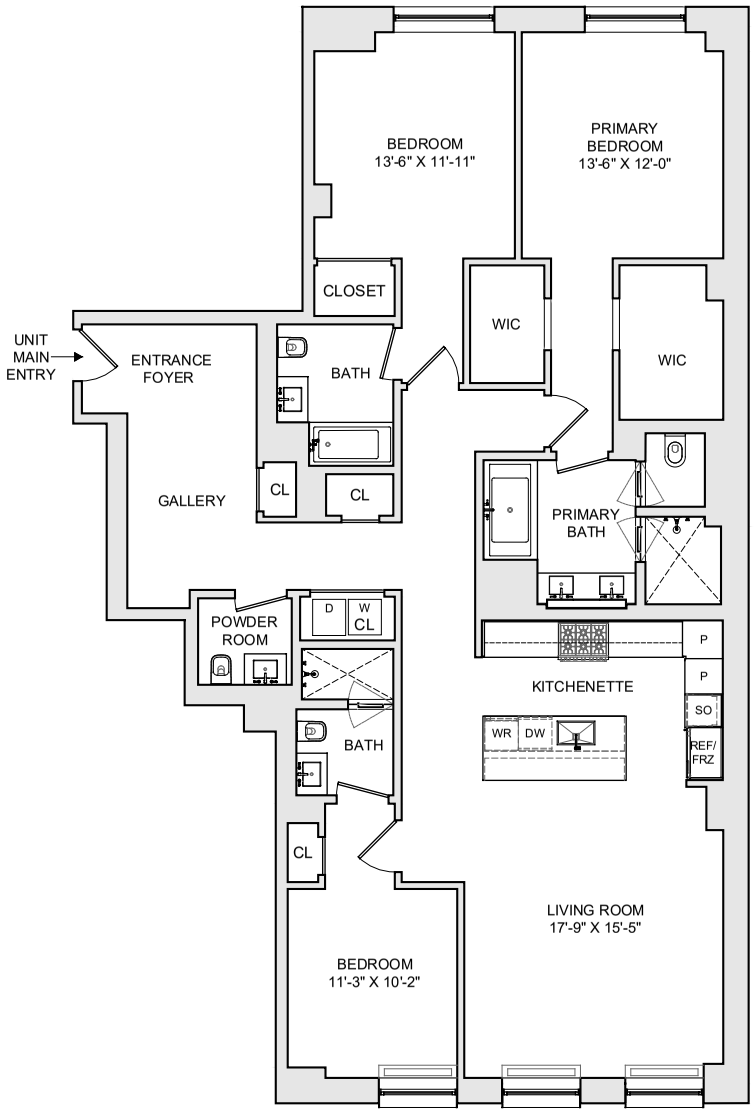
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- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



454

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 9K
3 BED,3.5 BATH
1992 SF

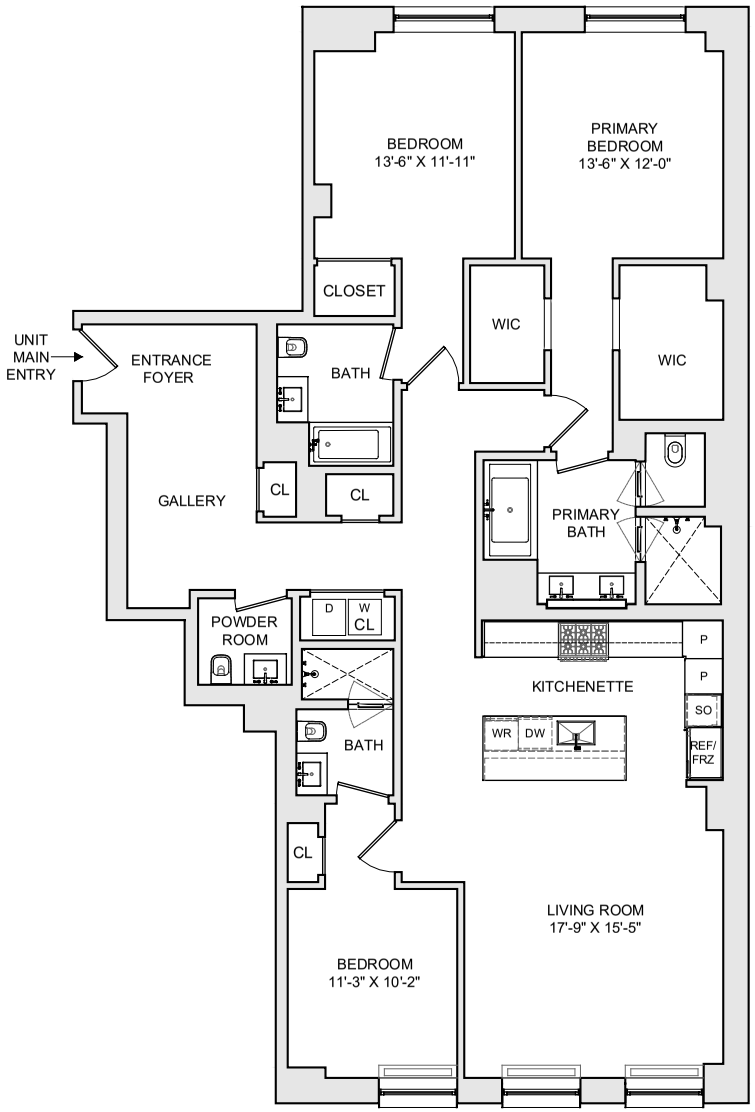
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- W/D - STACKED WASHER DRYER
- P - PANTRY



455

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 10K
3 BED,3.5 BATH
1992 SF

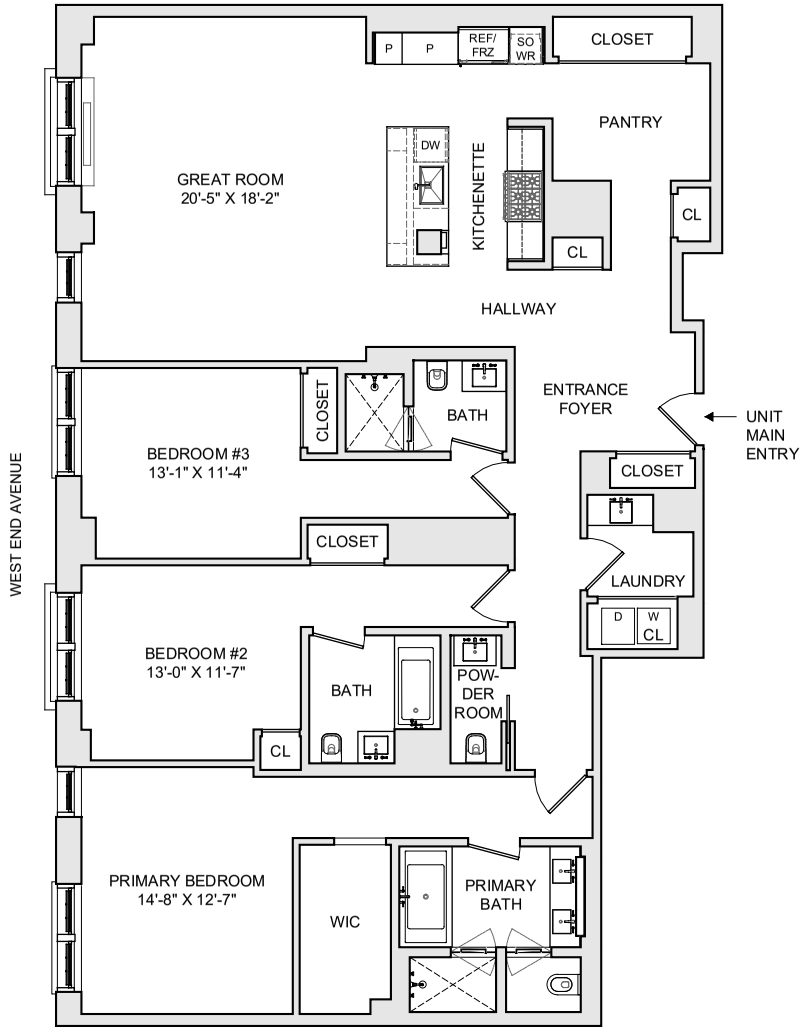
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- W/D - STACKED WASHER DRYER
- P - PANTRY



456

0' 4' 8' 16'

720 West End Avenue

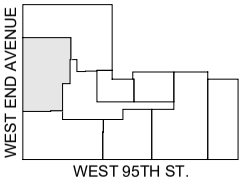
New York, NY 10025

02/20/24

UNIT 11B
3 BED,3.5 BATH
2171 SF

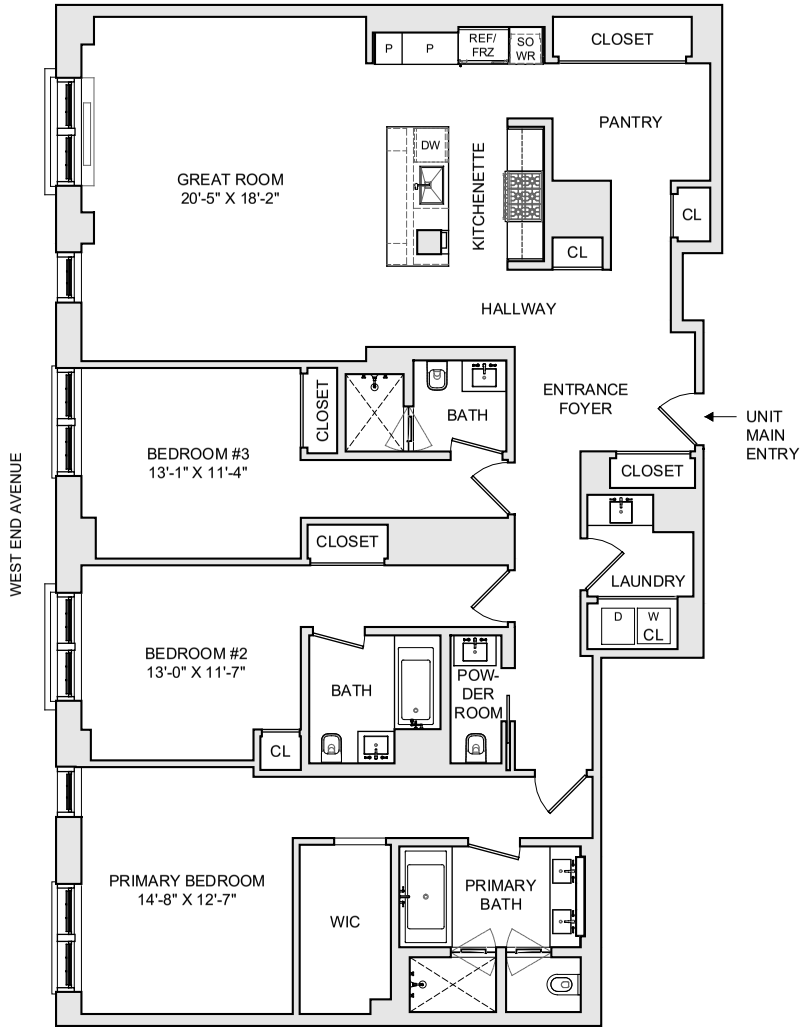
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- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



457

0' 4' 8' 16'

720 West End Avenue

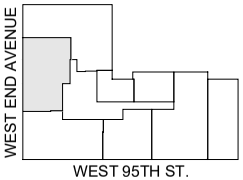
New York, NY 10025

02/20/24

UNIT 12B
3 BED,3.5 BATH
2171 SF

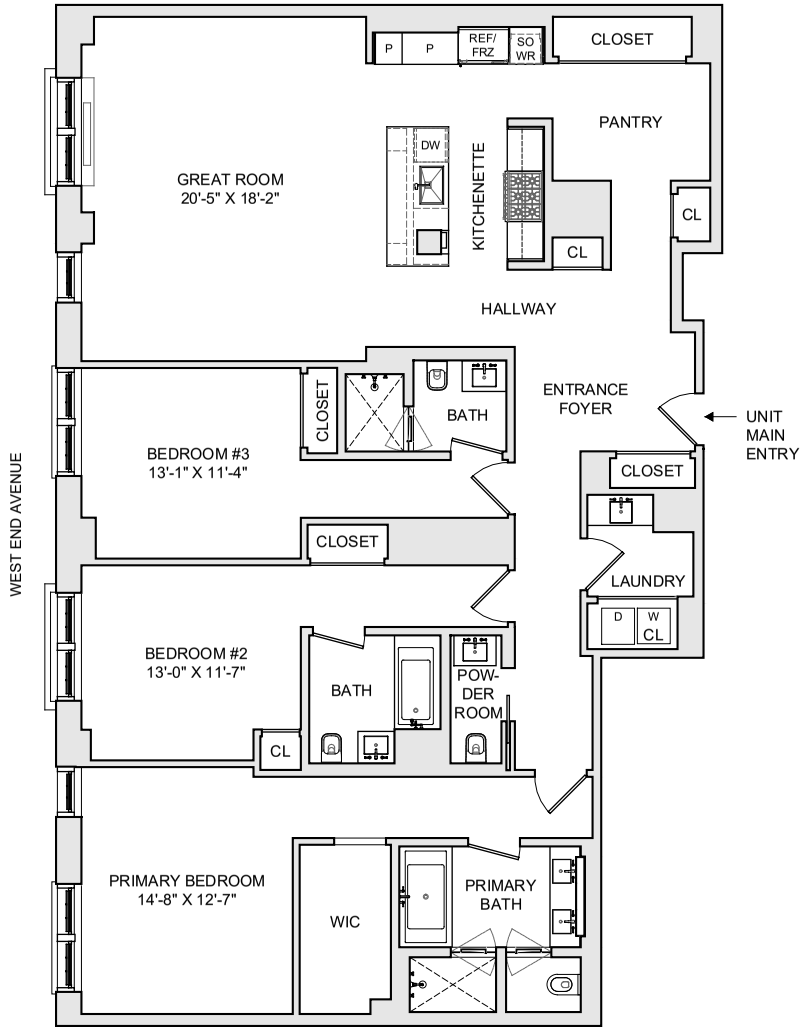
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- P - PANTRY



458

0' 4' 8' 16'

720 West End Avenue

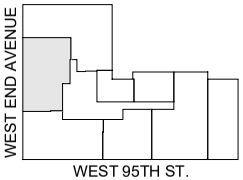
New York, NY 10025

02/20/24

UNIT 14B
3 BED,3.5 BATH
2171 SF

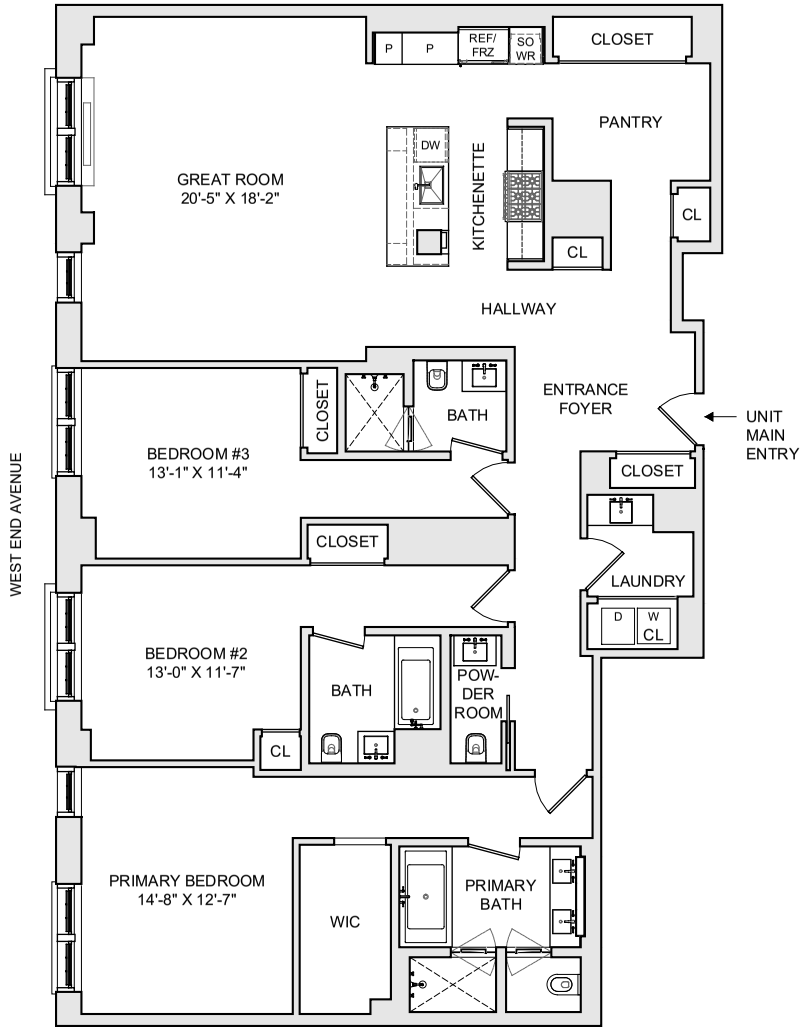
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- W/D - STACKED WASHER DRYER
- P - PANTRY



459

0' 4' 8' 16'

720 West End Avenue

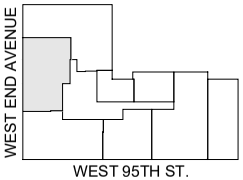
New York, NY 10025

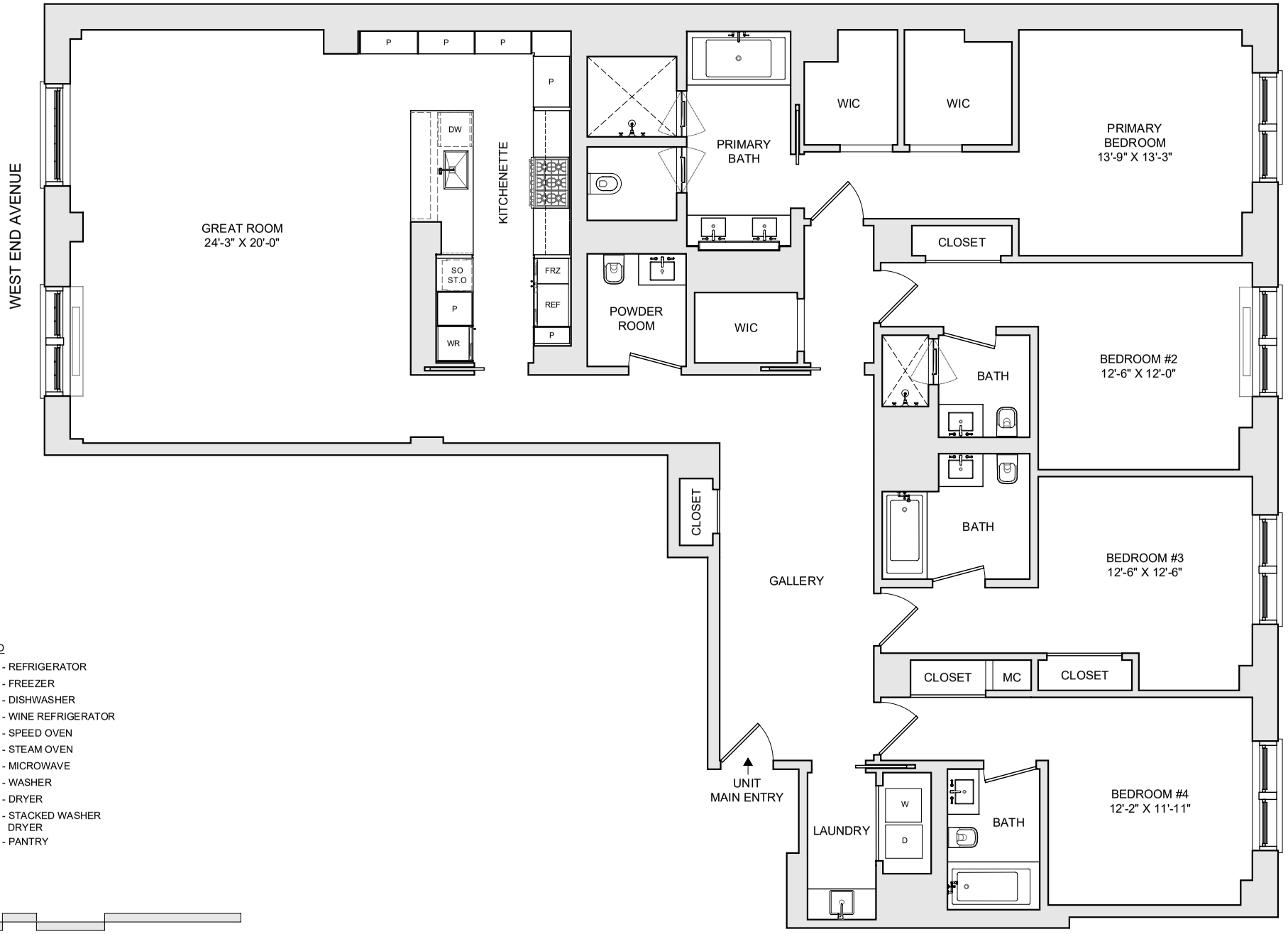
02/20/24

UNIT 15B
3 BED,3.5 BATH
2171 SF

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460

LEGEND

- REF - REFRIGERATOR
- FRZ - FREEZER
- DW - DISHWASHER
- WR - WINE REFRIGERATOR
- SO - SPEED OVEN
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- P - PANTRY

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

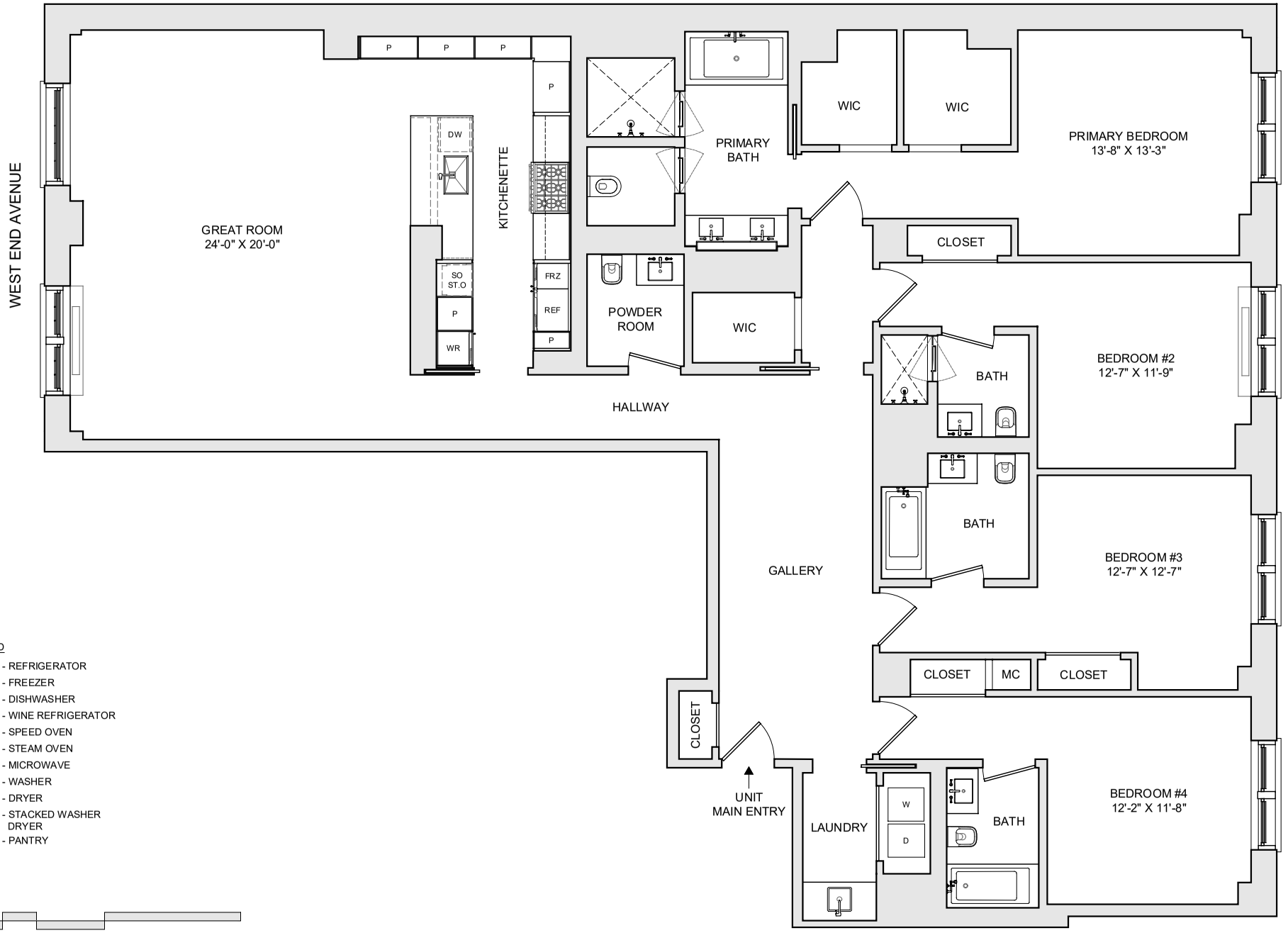
02/20/24

UNIT PH16A
4 BED,4.5 BATH
2777 SF

NOTES:

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0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

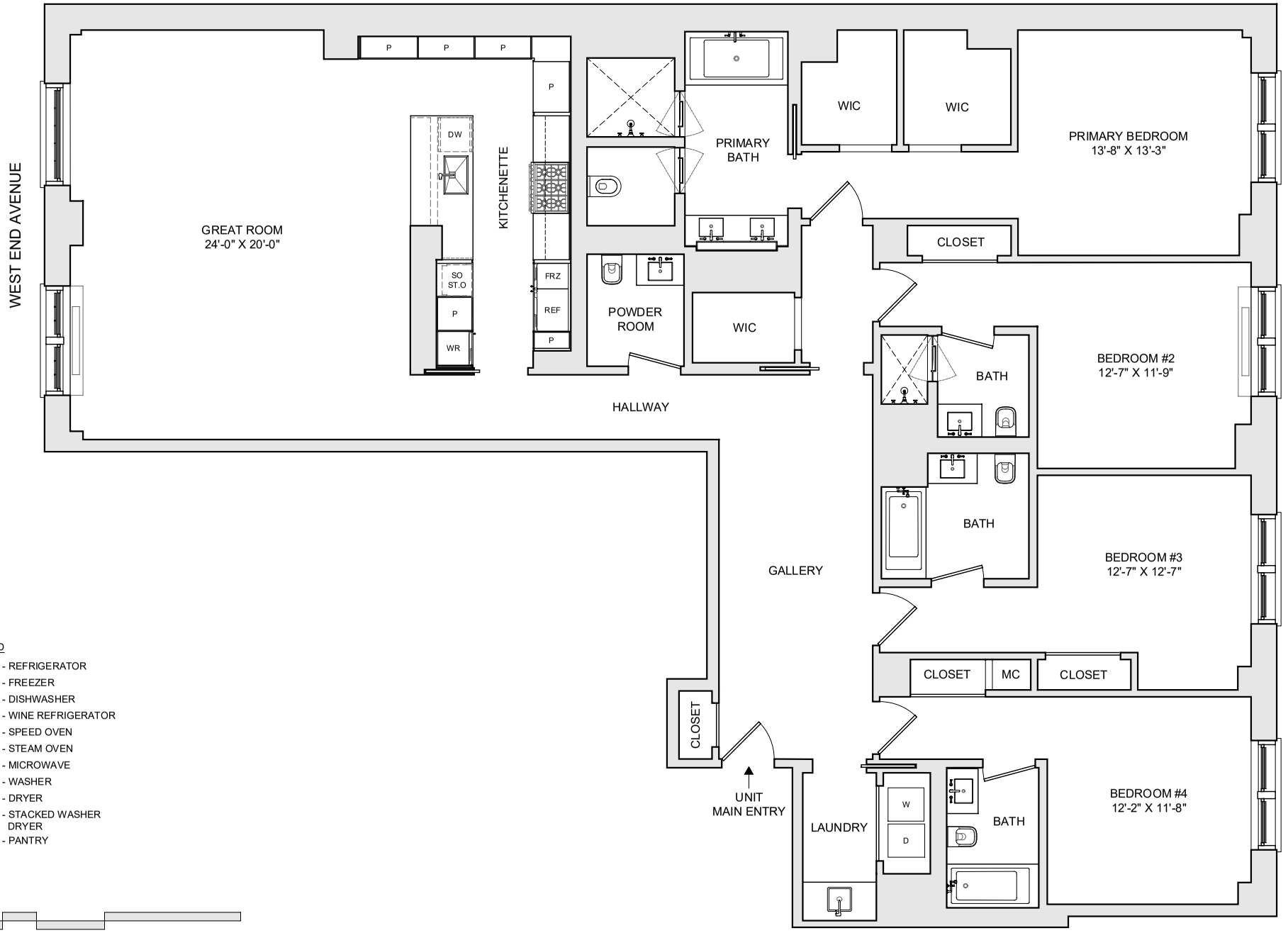
02/20/24

UNIT 11A
4 BED,4.5 BATH
2766 SF

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462

LEGEND

- REF - REFRIGERATOR
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0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

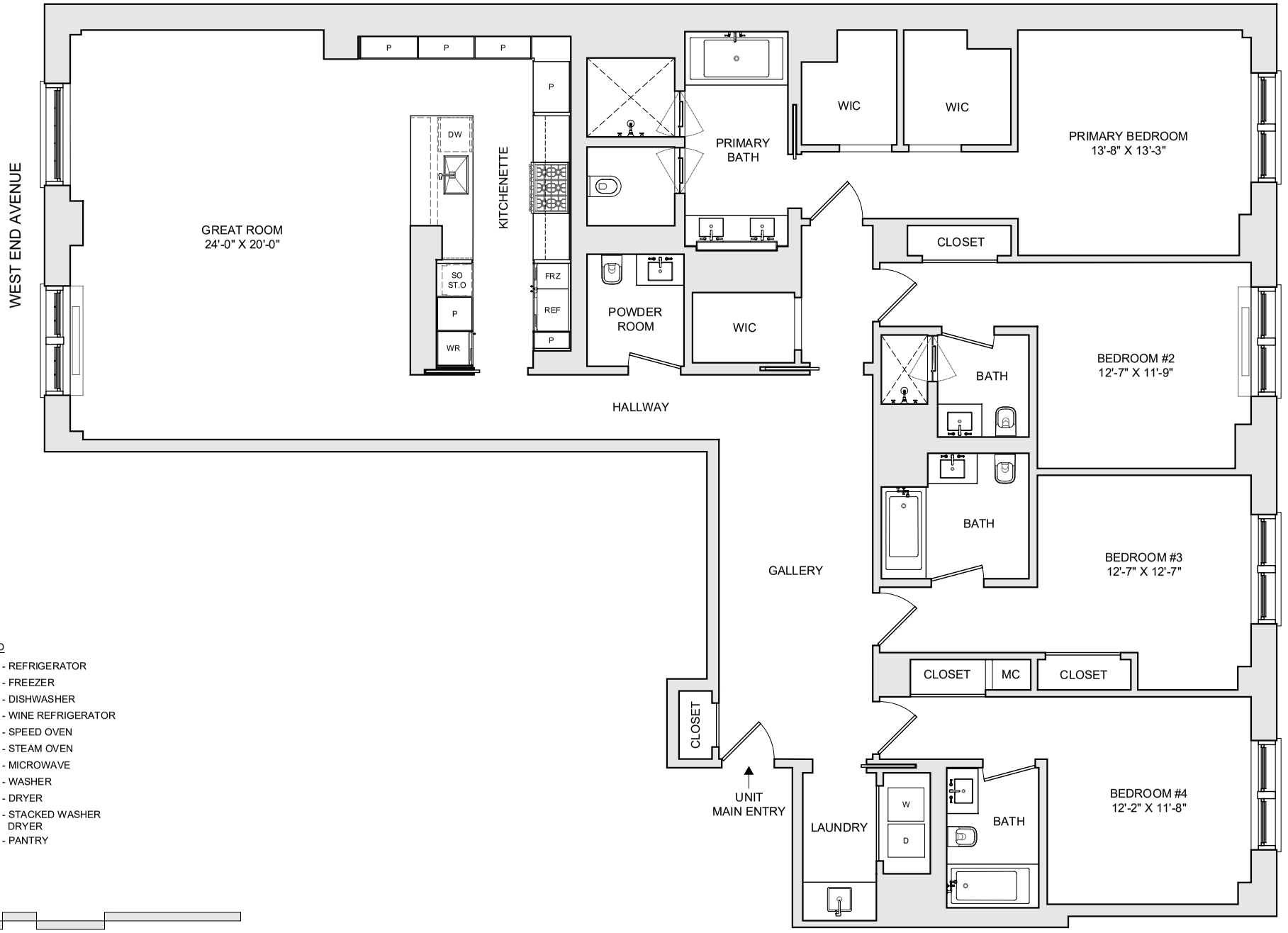
02/20/24

UNIT 12A
4 BED,4.5 BATH
2766 SF

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463

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720 West End Avenue

New York, NY 10025

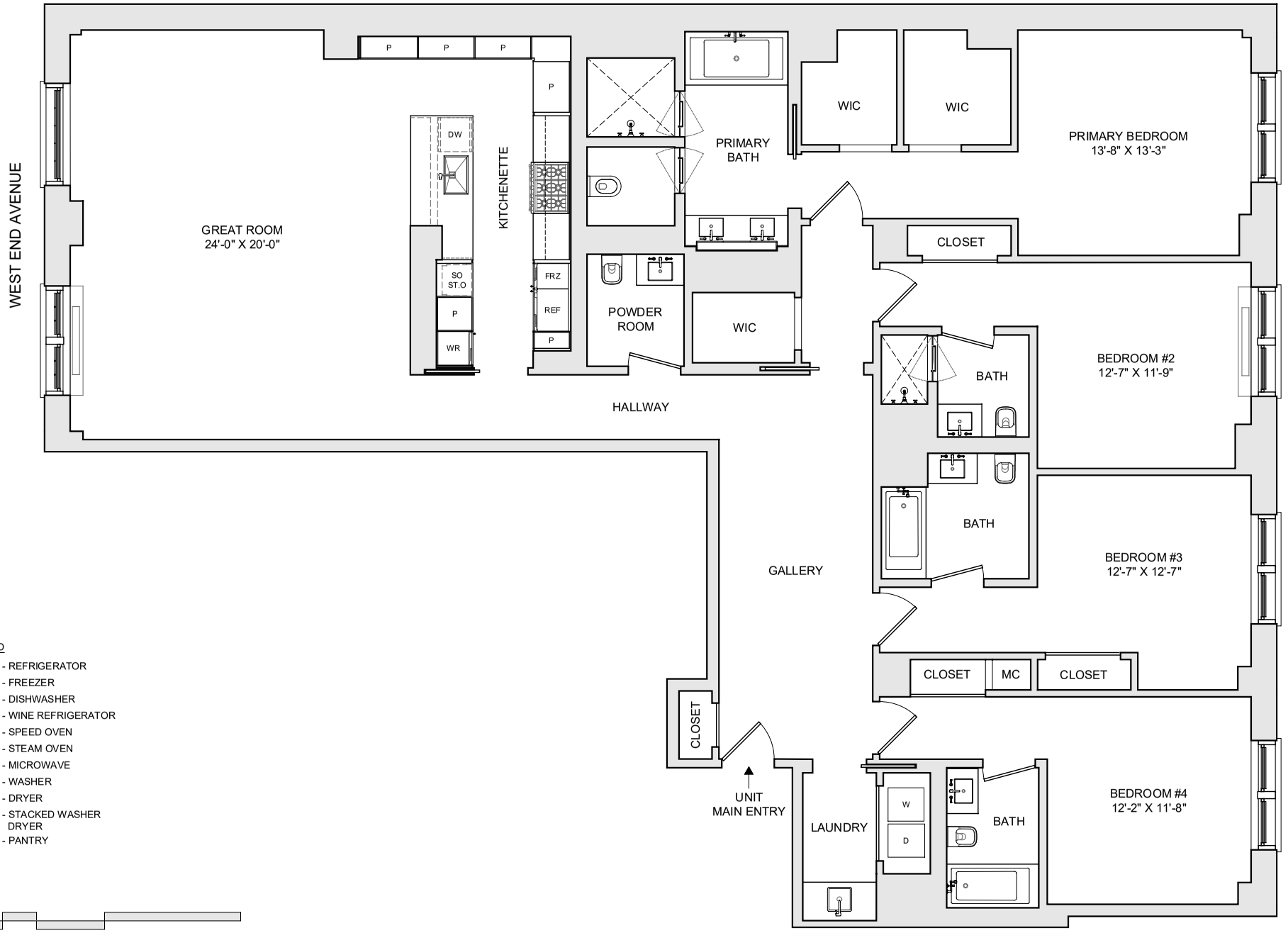
02/20/24

UNIT 14A
4 BED,4.5 BATH
2766 SF

NOTES:

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464

LEGEND

- REF - REFRIGERATOR
- FRZ - FREEZER
- DW - DISHWASHER
- WR - WINE REFRIGERATOR
- SO - SPEED OVEN
- ST.O - STEAM OVEN
- MW - MICROWAVE
- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

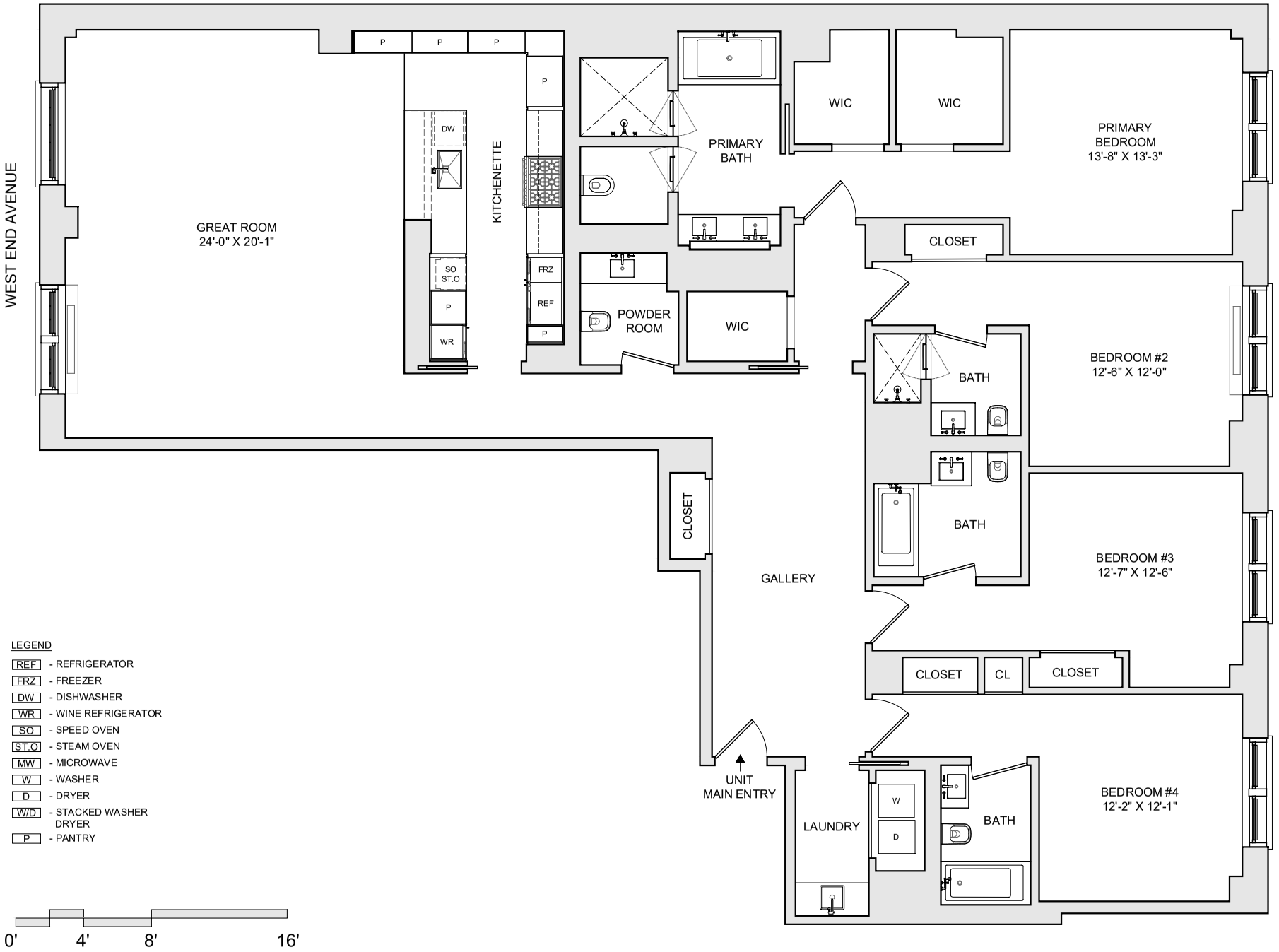
02/20/24

UNIT 15A
4 BED,4.5 BATH
2766 SF

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720 West End Avenue

New York, NY 10025

02/20/24

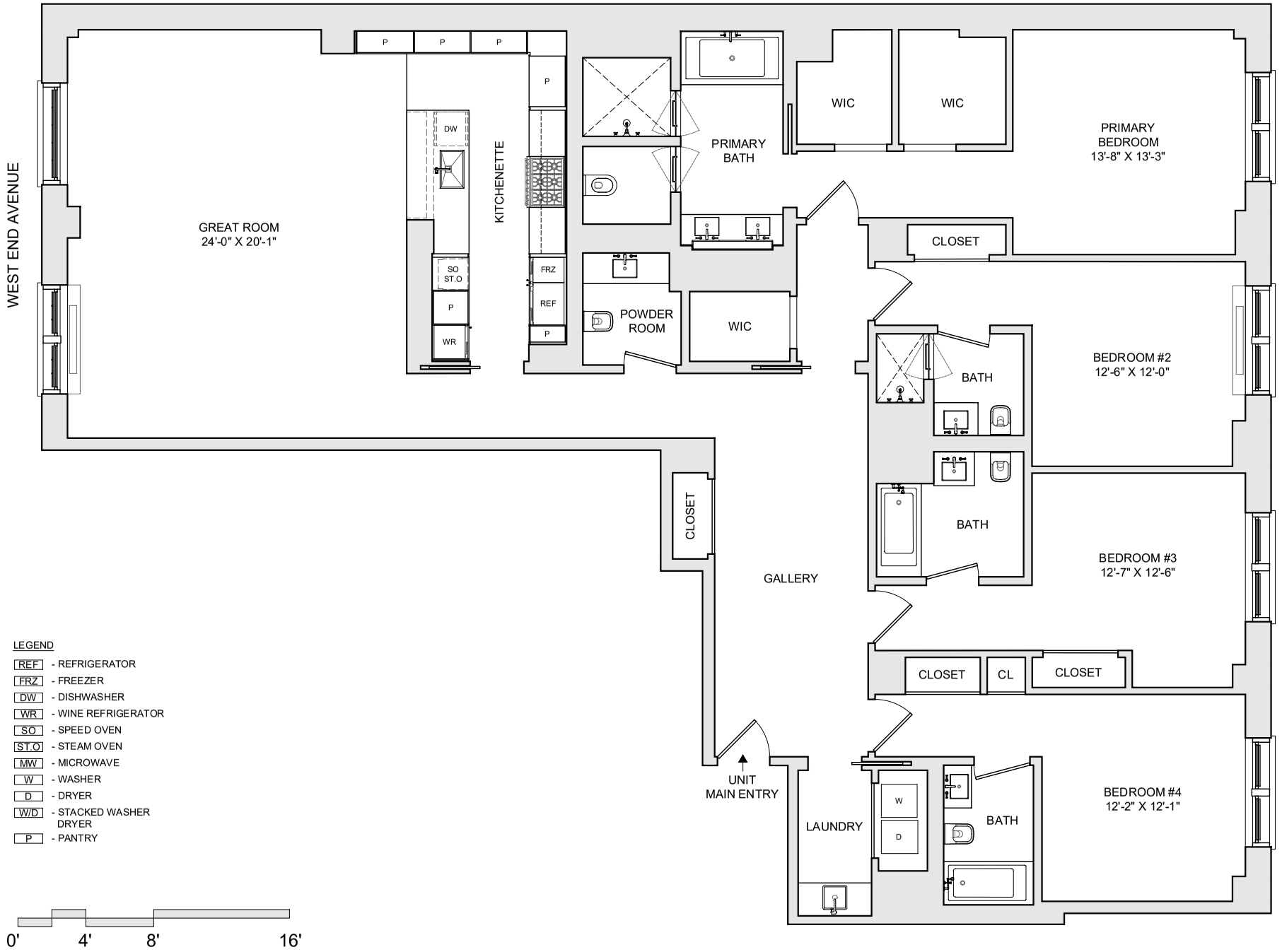
UNIT 8A
4 BED,4.5 BATH
2774 SF

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720 West End Avenue

New York, NY 10025

02/20/24

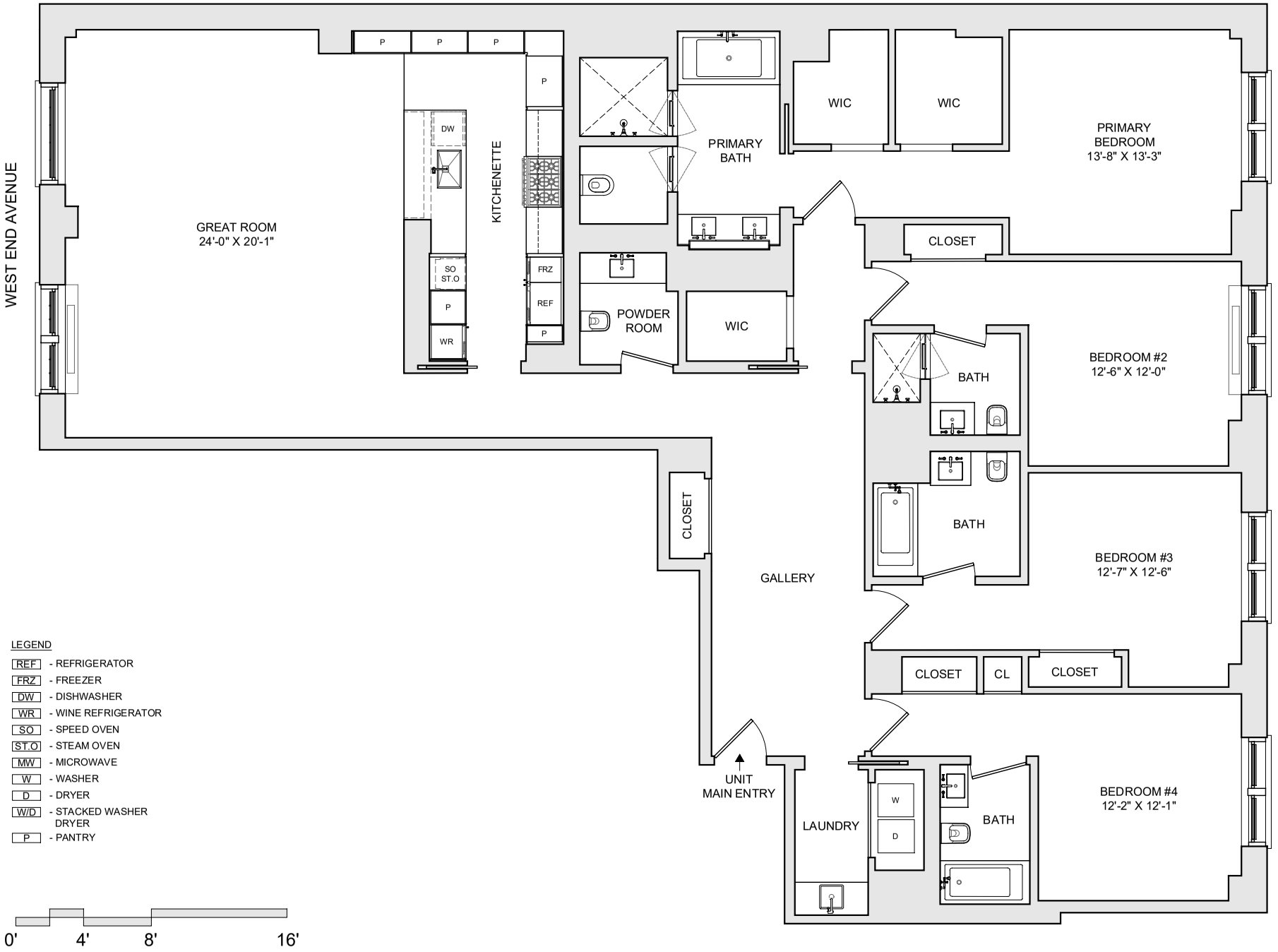
UNIT 9A
4 BED,4.5 BATH
2774 SF

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- P - PANTRY

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

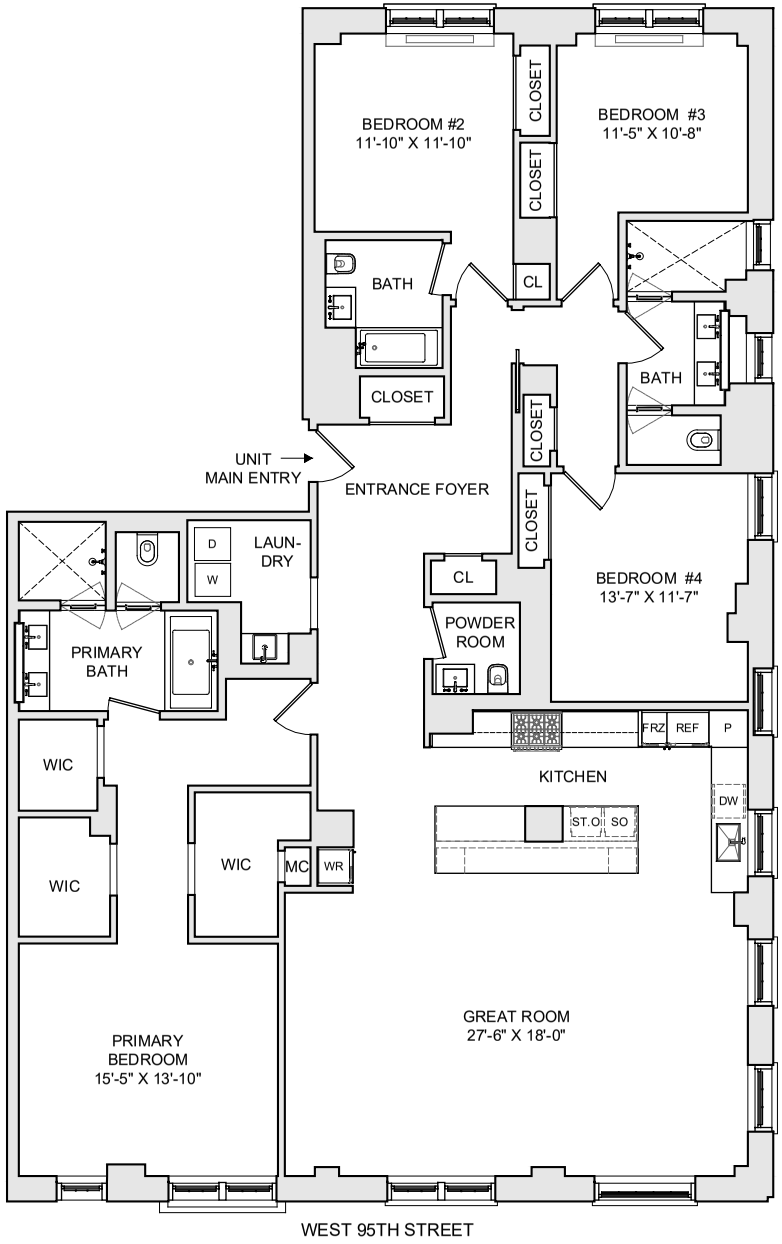
UNIT 10A
4 BED,4.5 BATH
2774 SF

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- P - PANTRY

468

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

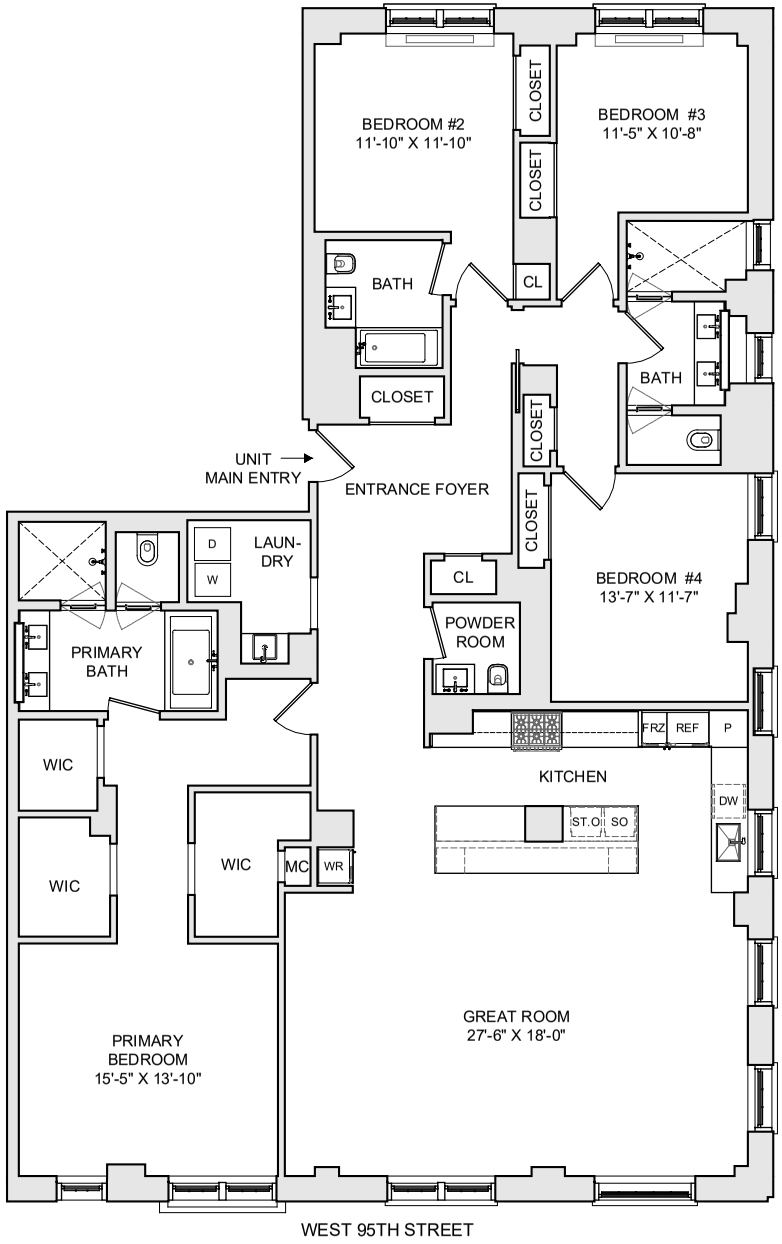
02/20/24

UNIT 14H
4 BED,3.5 BATH
2680 SF

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- P - PANTRY

469

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

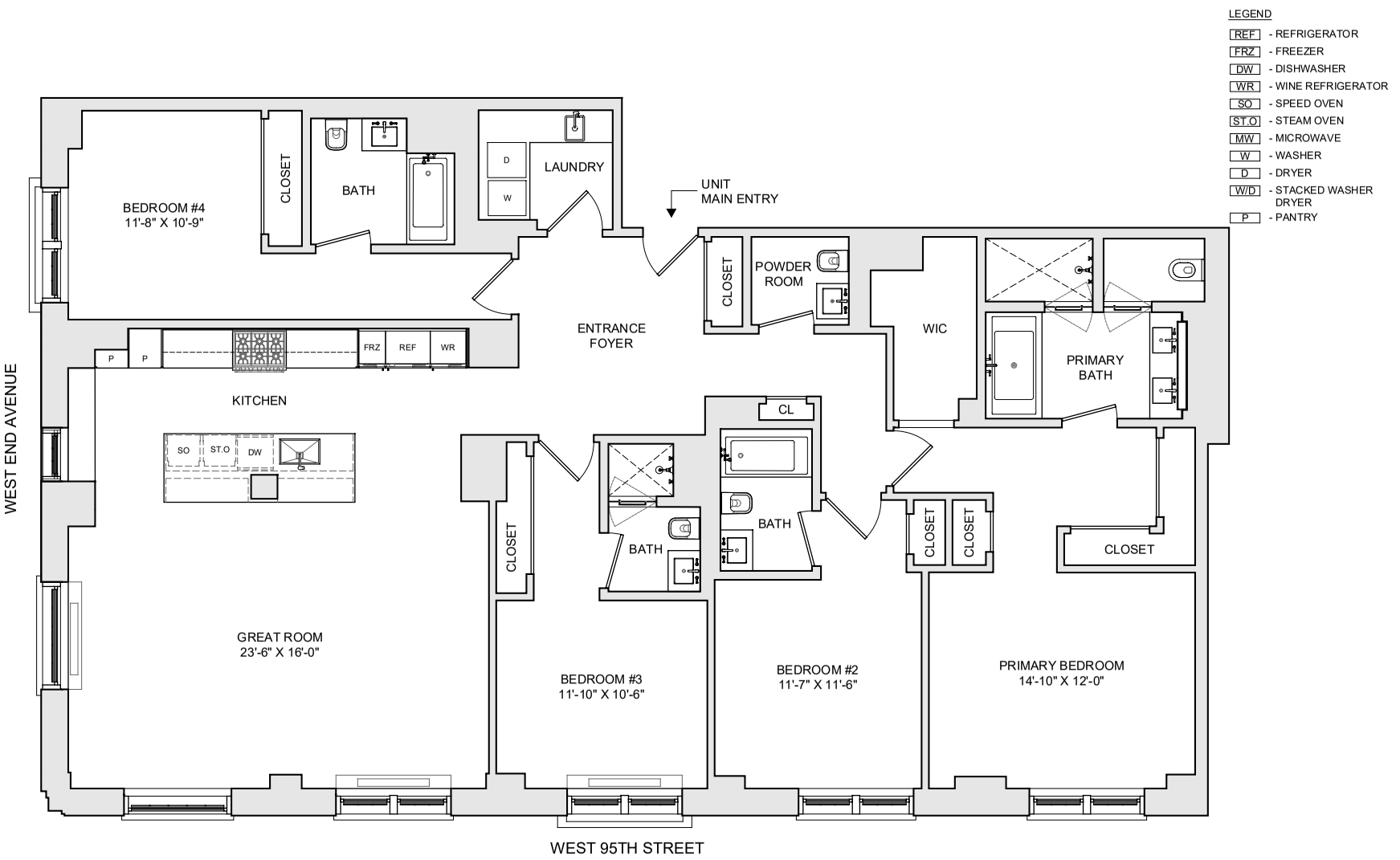
UNIT 15H
4 BED,3.5 BATH
2680 SF

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470

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720 West End Avenue

New York, NY 10025

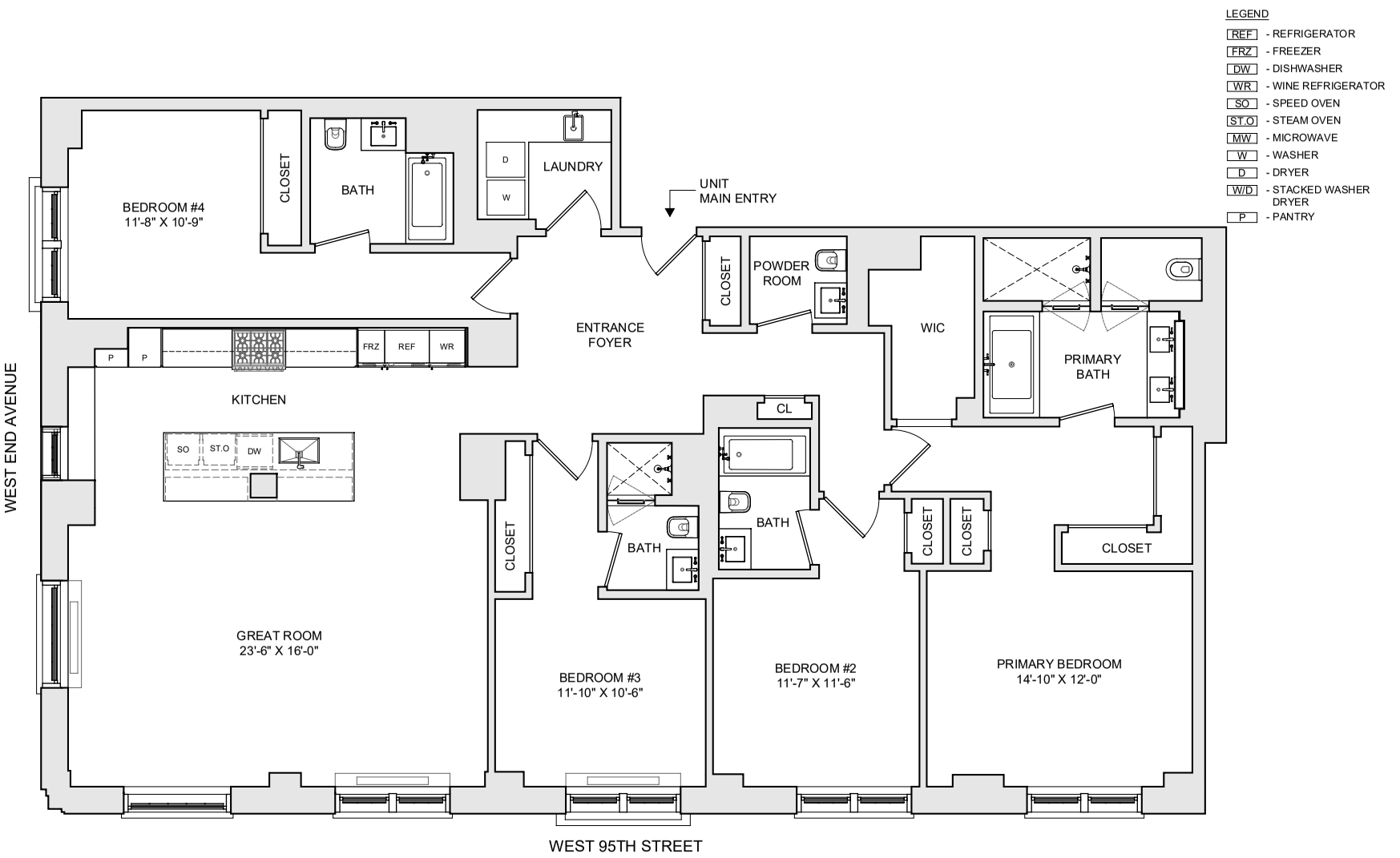
02/20/24

UNIT 11C
4 BED,4.5 BATH
2353 SF

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471

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

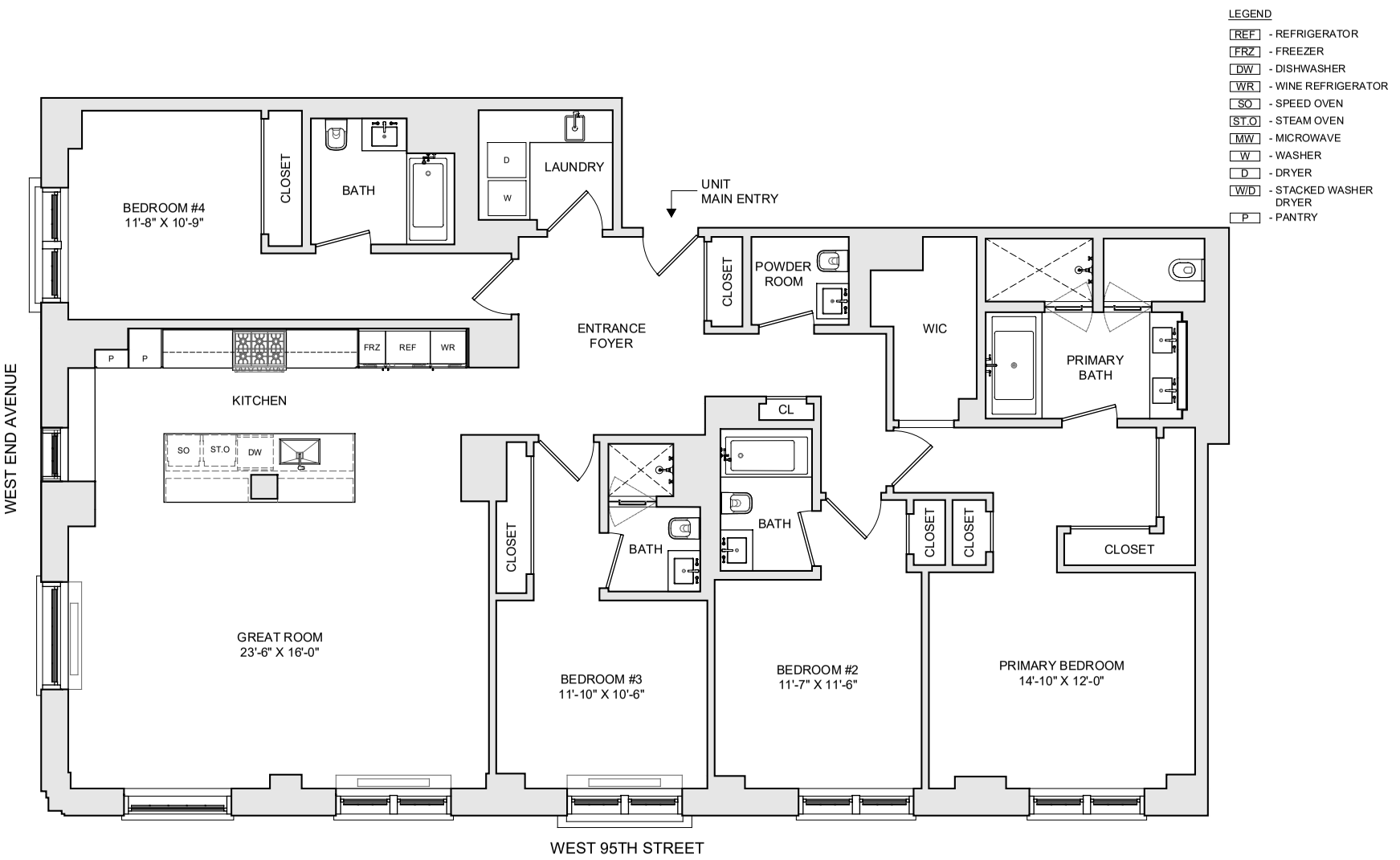
02/20/24

UNIT 12C
4 BED,4.5 BATH
2353 SF

NOTES:

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472

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720 West End Avenue

New York, NY 10025

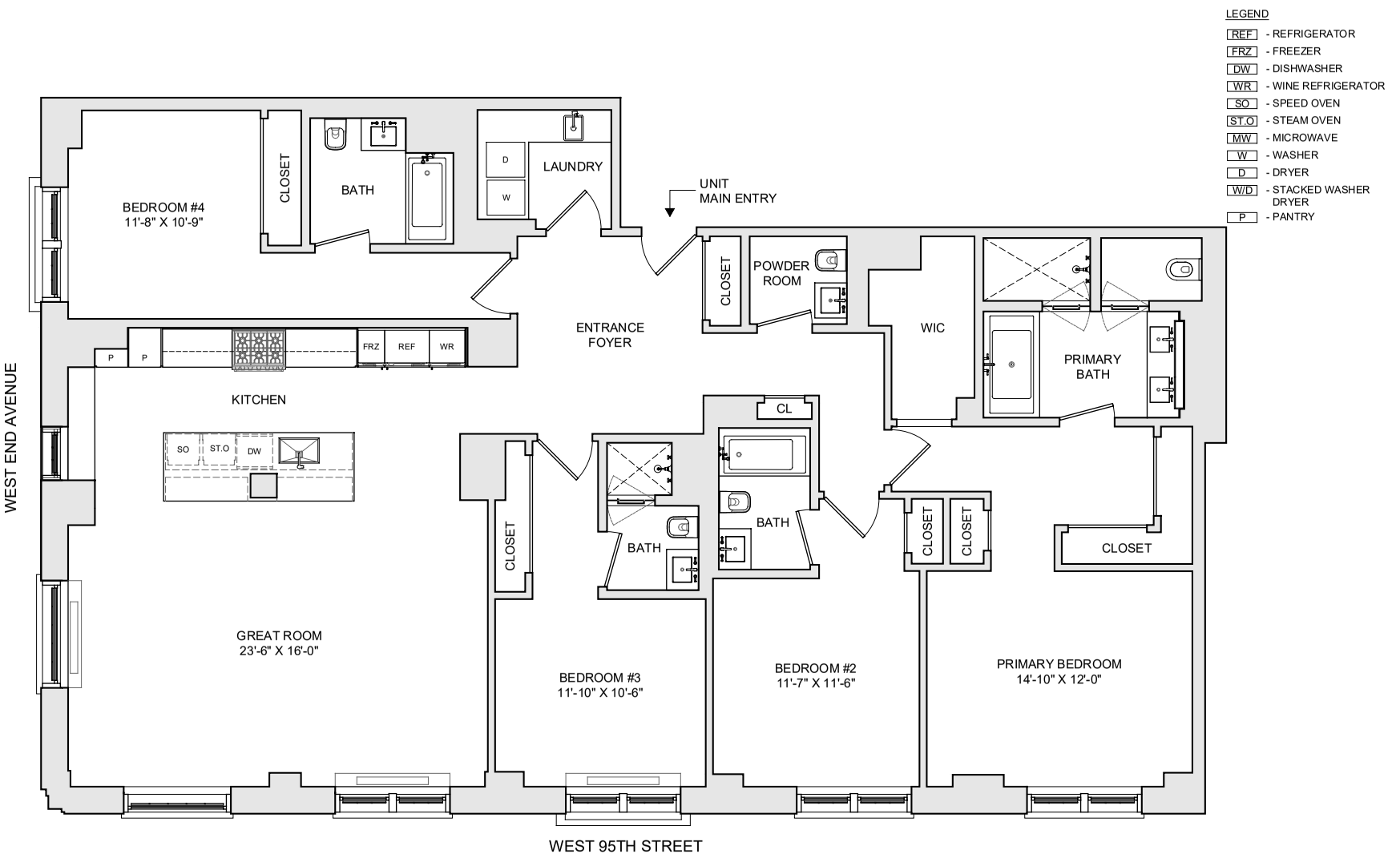
02/20/24

UNIT 14C
4 BED,4.5 BATH
2353 SF

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473

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 15C
4 BED,4.5 BATH
2353 SF

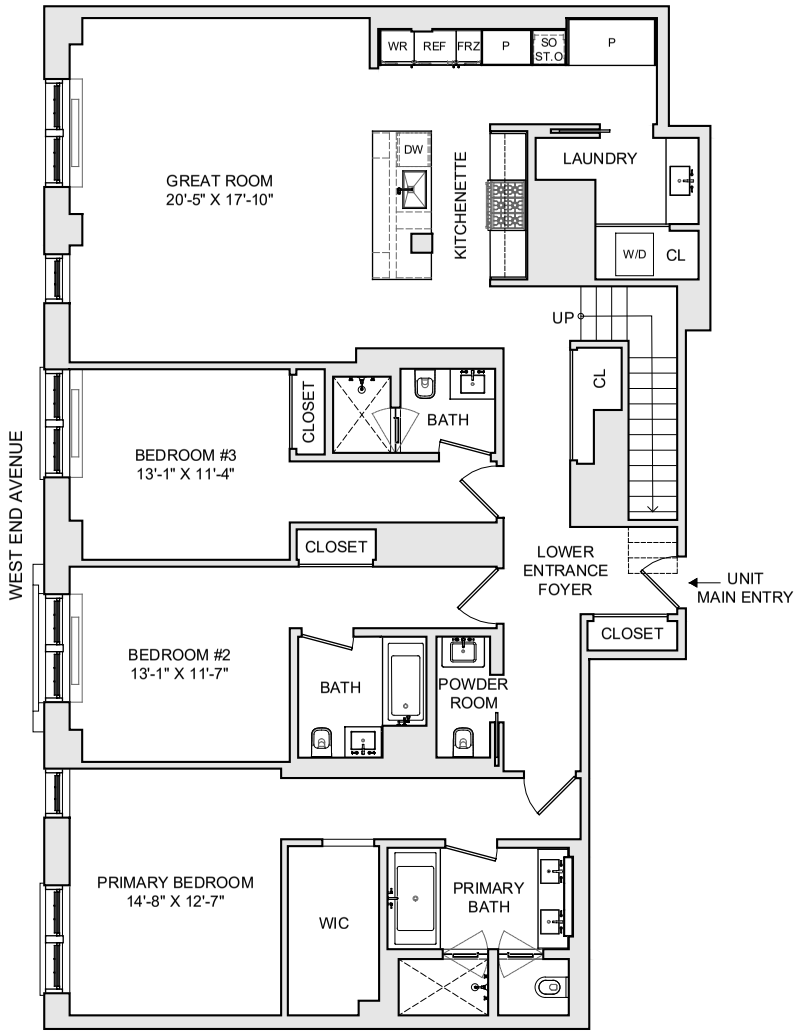
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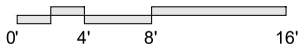
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- W - WASHER
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- W/D - STACKED WASHER DRYER
- P - PANTRY





720 West End Avenue

New York, NY 10025

02/20/24

UNIT PH16B
DUPLEX (LOWER)
4 BED,4.5 BATH
2167 SF (LOWER)
563 SF (UPPER)
2730 SF (TOTAL)

NOTES:

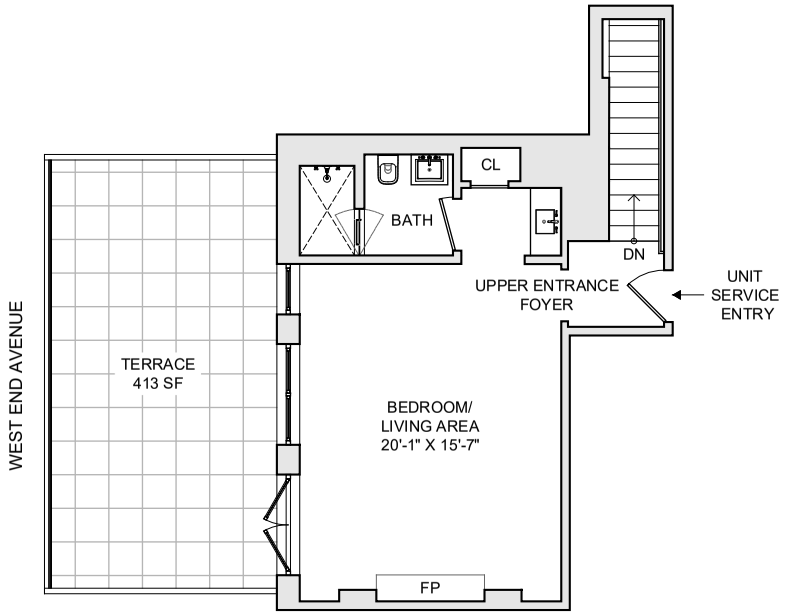
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475

0' 4' 8' 16'

720 West End Avenue

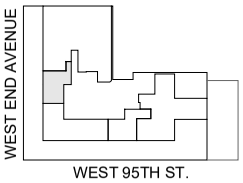
New York, NY 10025

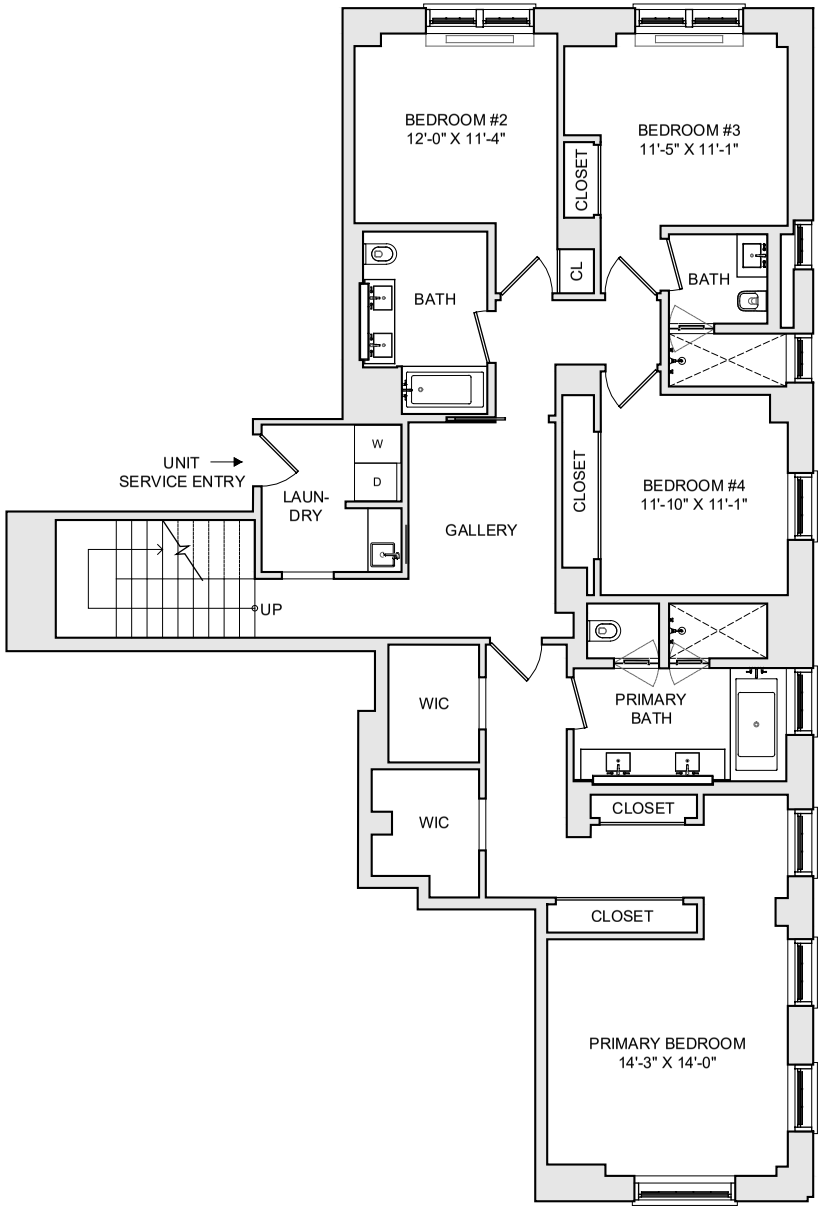
02/20/24

UNIT PH16B
DUPLEX (UPPER)
4 BED,4.5 BATH
2167 SF (LOWER)
563 SF (UPPER)
2730 SF (TOTAL)

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720 West End Avenue

New York, NY 10025

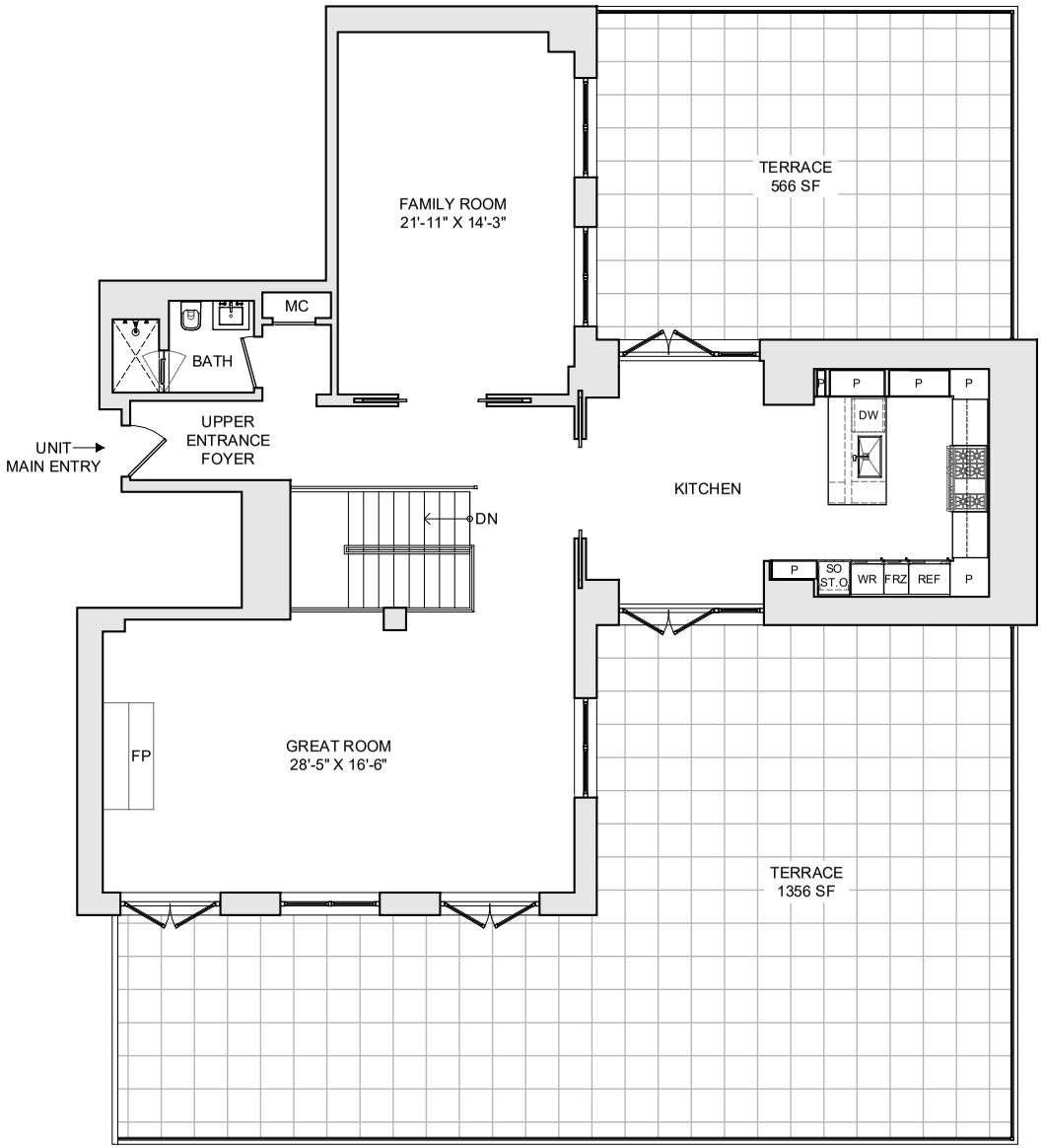
02/20/24

UNIT PH17C
DUPLEX (LOWER)
4 BED,4 BATH
1922 SF (LOWER)
1813 SF (UPPER)
3735 SF (TOTAL)

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720 West End Avenue

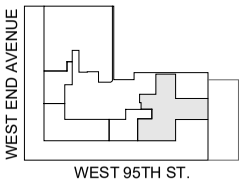
New York, NY 10025

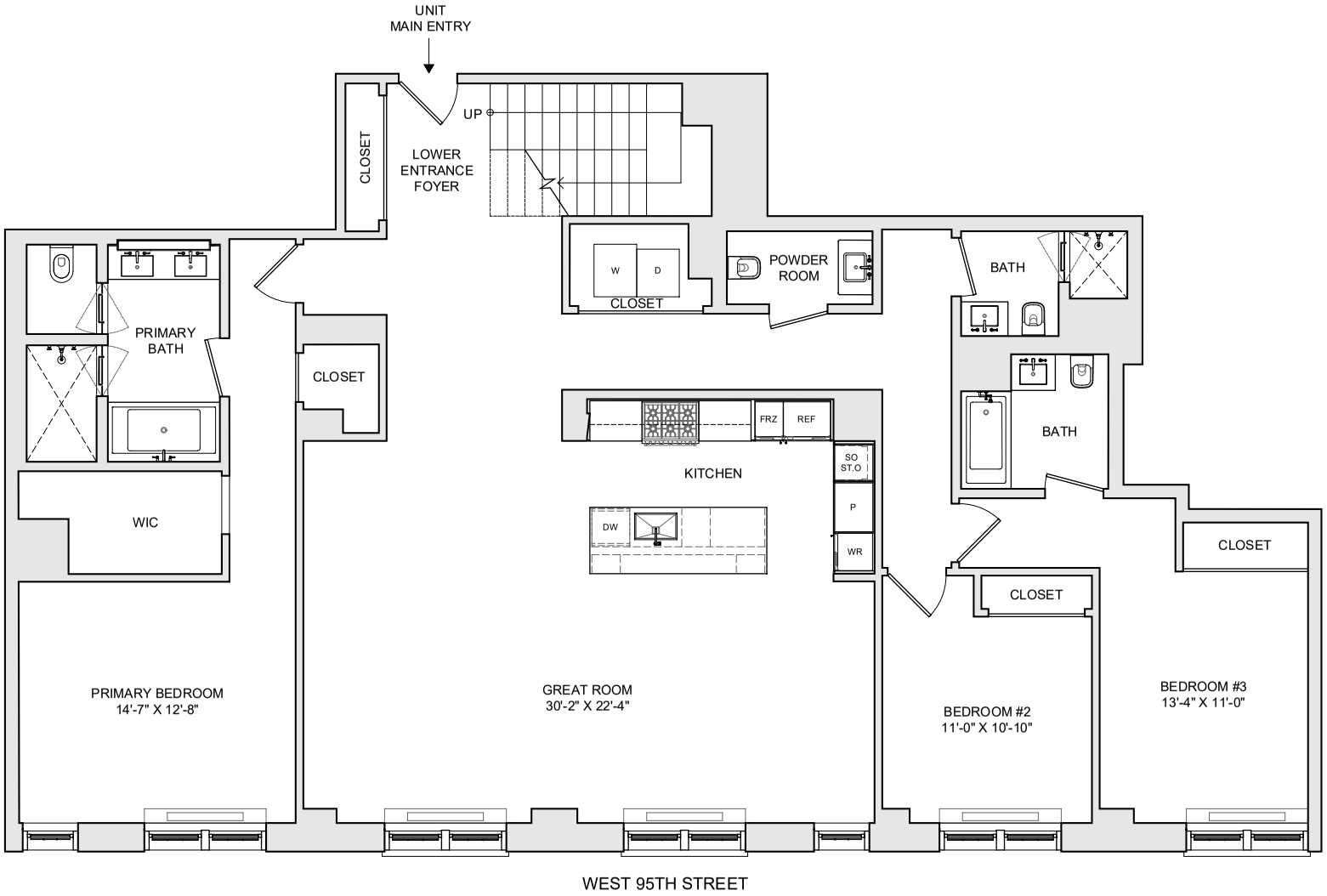
02/20/24

UNIT PH17C
DUPLEX (UPPER)
4 BED,4 BATH
1922 SF (LOWER)
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478

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT PH16C
DUPLEX (LOWER)
4 BED,4.5 BATH
2267 SF (LOWER)
578 SF (UPPER)
2845 SF (TOTAL)

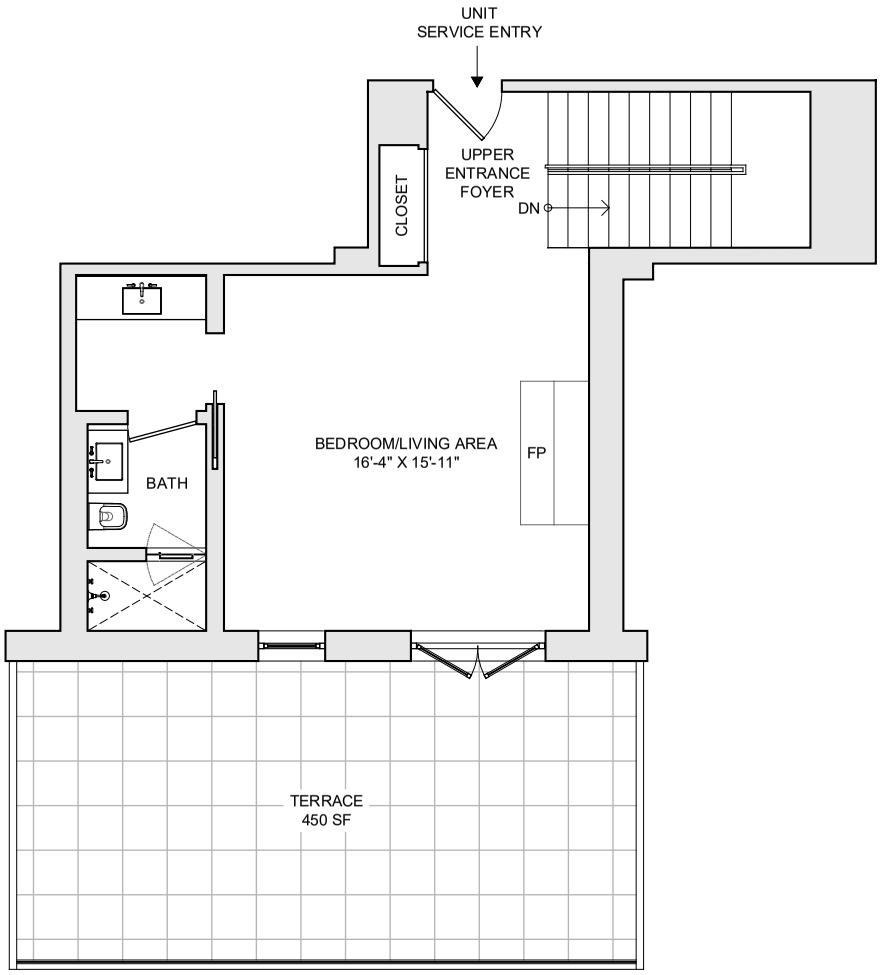
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WEST 95TH STREET

479

0' 4' 8' 16'

720 West End Avenue

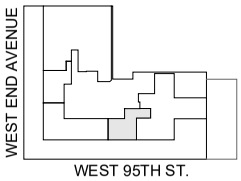
New York, NY 10025

02/20/24

UNIT PH16C
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LEGEND

REF - REFRIGERATOR
FRZ - FREEZER
DW - DISHWASHER
WR - WINE REFRIGERATOR
SO - SPEED OVEN
ST.O - STEAM OVEN
MW - MICROWAVE
W - WASHER
D - DRYER
W/D - STACKED WASHER DRYER
P - PANTRY



480

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT PH17B
DUPLEX (LOWER)
5 BED,5.5 BATH
2344 SF (LOWER)
1163 SF (UPPER)
3507 SF (TOTAL)

NOTES:

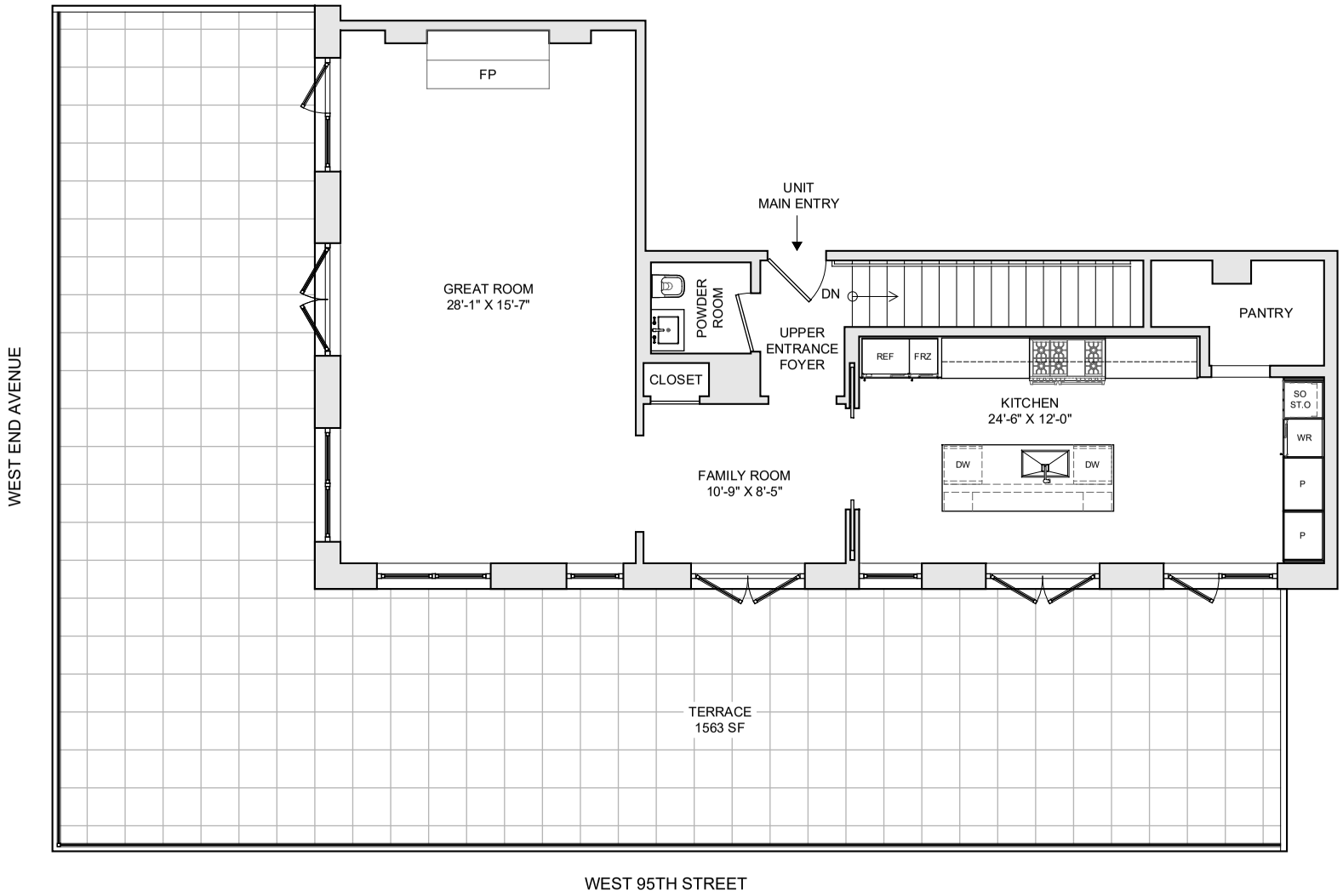
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- W - WASHER
- D - DRYER
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- P - PANTRY



0' 4' 8' 16'

720 West End Avenue

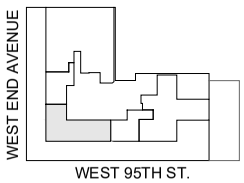
New York, NY 10025

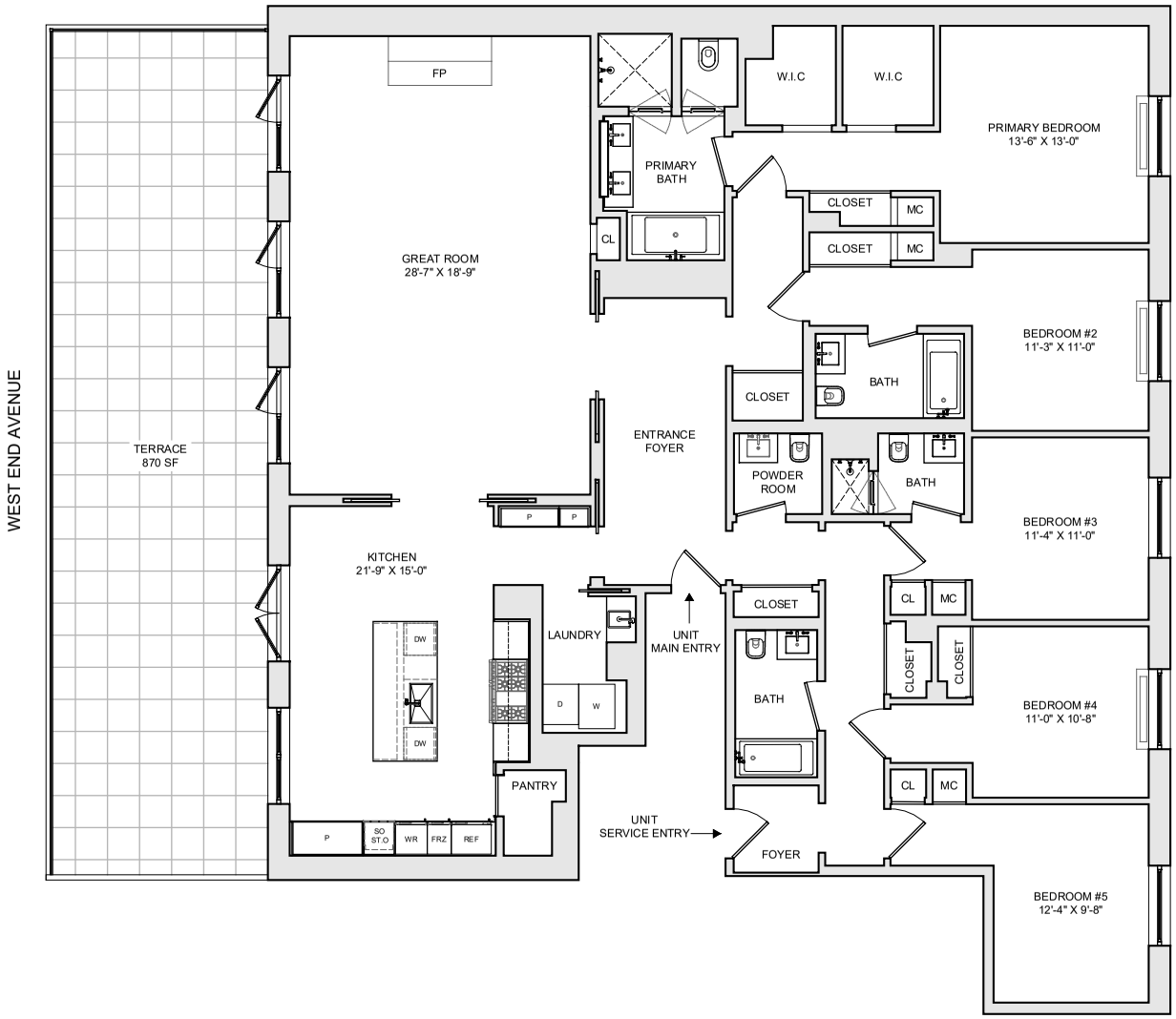
02/20/24

UNIT PH17B
DUPLEX (UPPER)
5 BED,5.5 BATH
2344 SF (LOWER)
1163 SF (UPPER)
3507 SF (TOTAL)

NOTES:

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- MW - MICROWAVE
- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY

482

0' 4' 8' 16'

720 West End Avenue

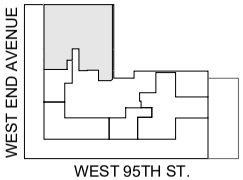
New York, NY 10025

02/20/24

UNIT PH17A
5 BED,4.5 BATH
2991 SF

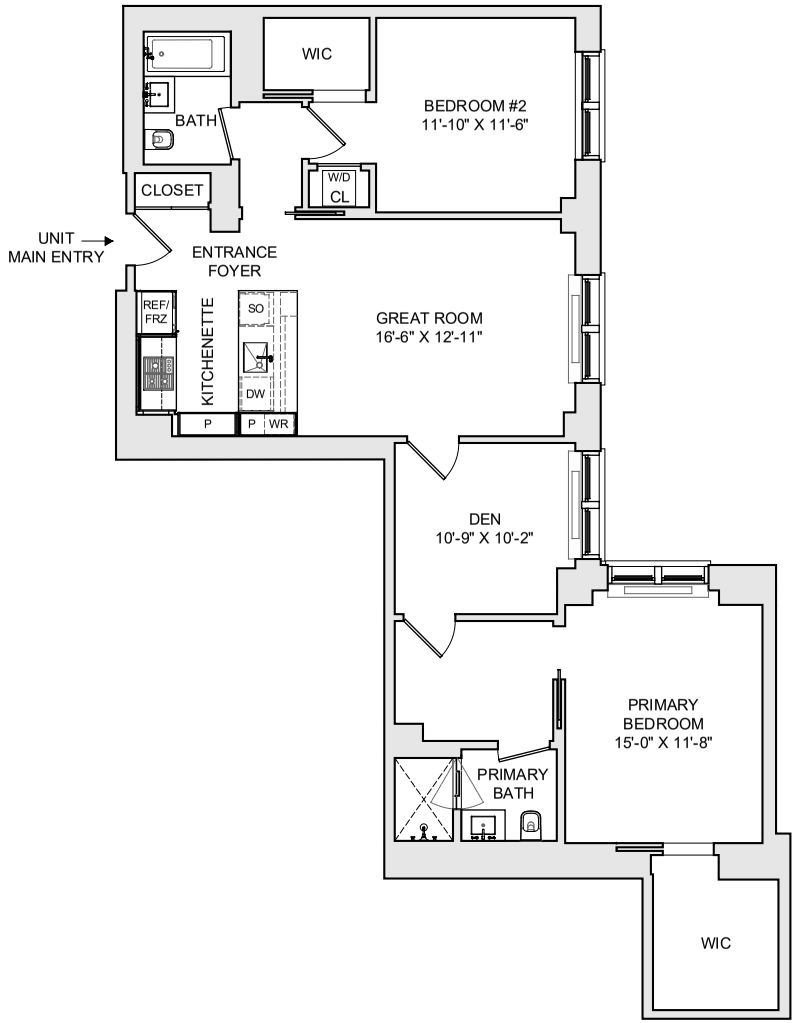
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- P - PANTRY



483

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT RM
SUPER'S APT
2 BED,2 BATH
1310 SF

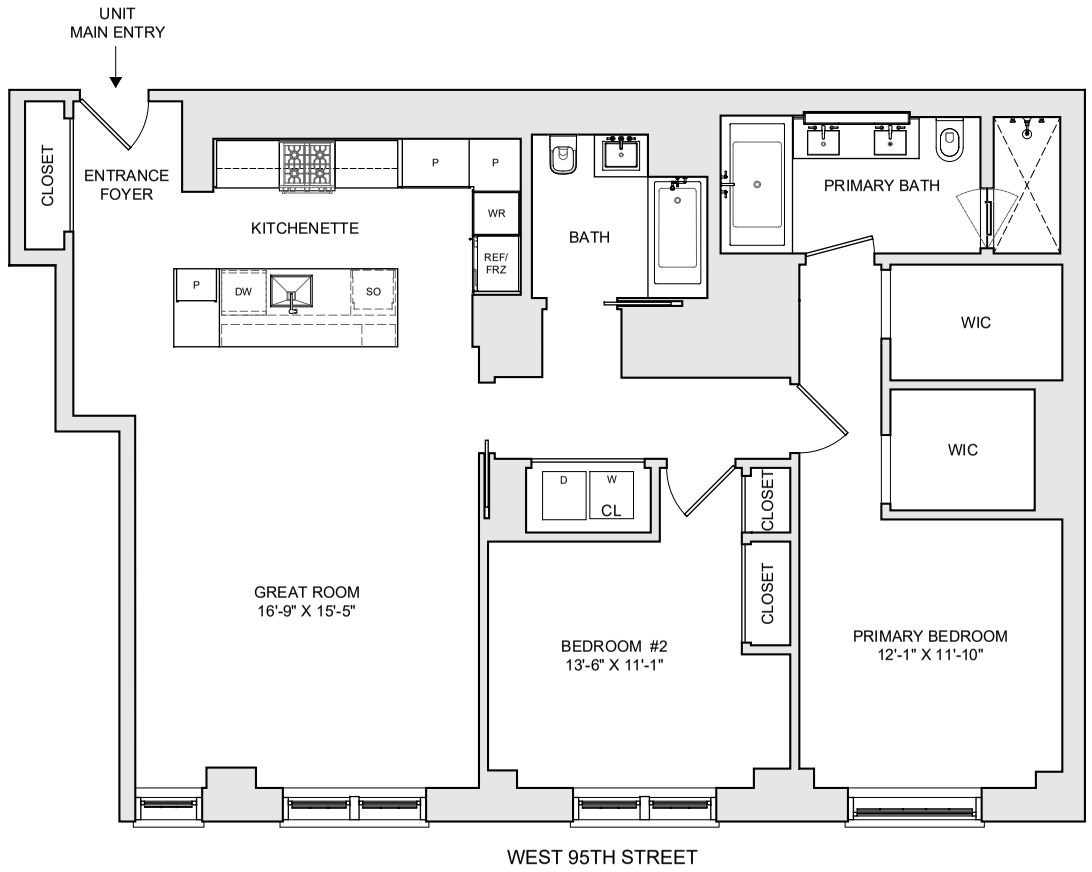
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W/D - STACKED WASHER DRYER
P - PANTRY



484

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 2K
2 BED,2 BATH
1865 SF

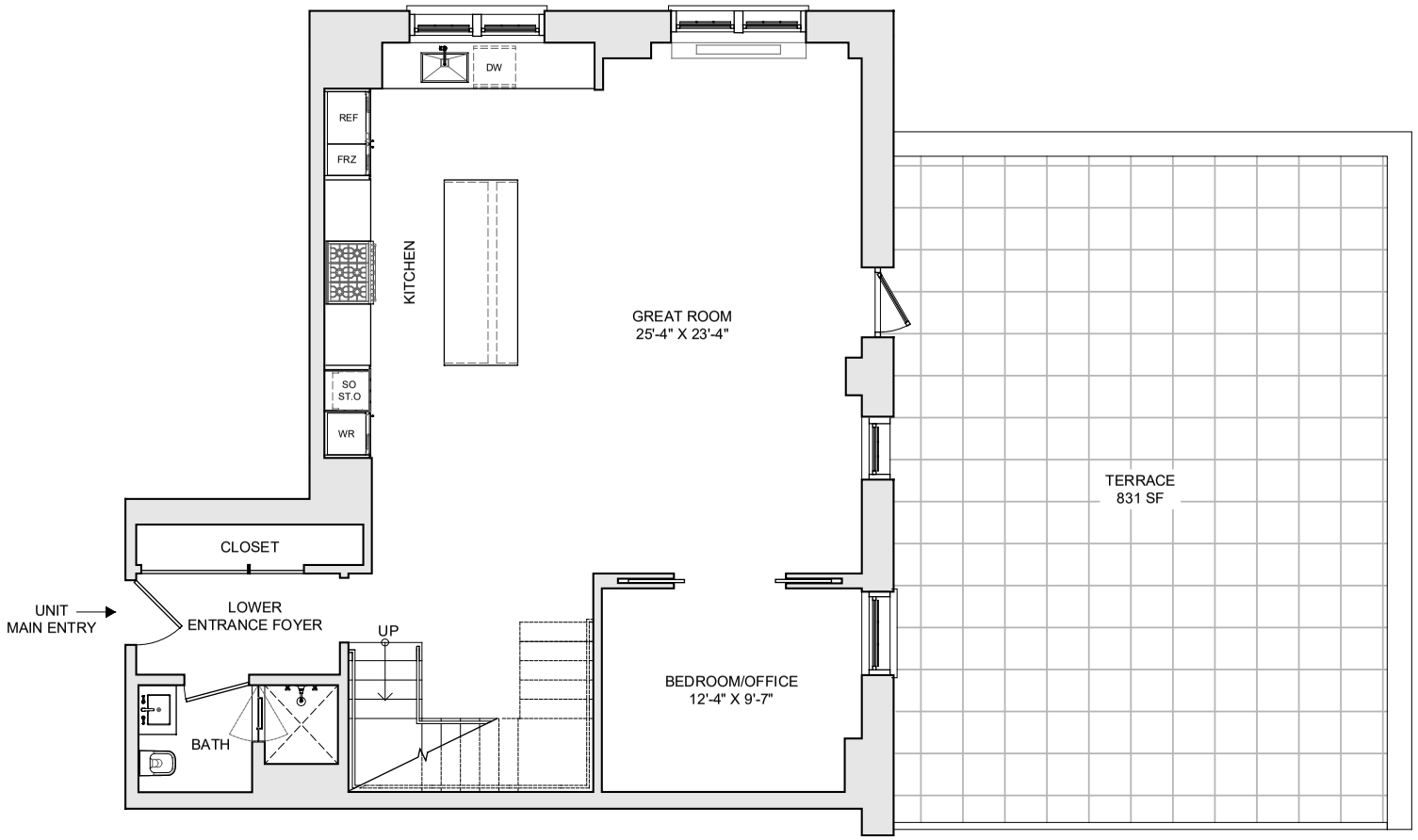
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- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY



485

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT TH11J
DUPLEX (LOWER)
4 BED,4 BATH
1162 SF (LOWER)
1403 SF (UPPER)
2565 SF (TOTAL)

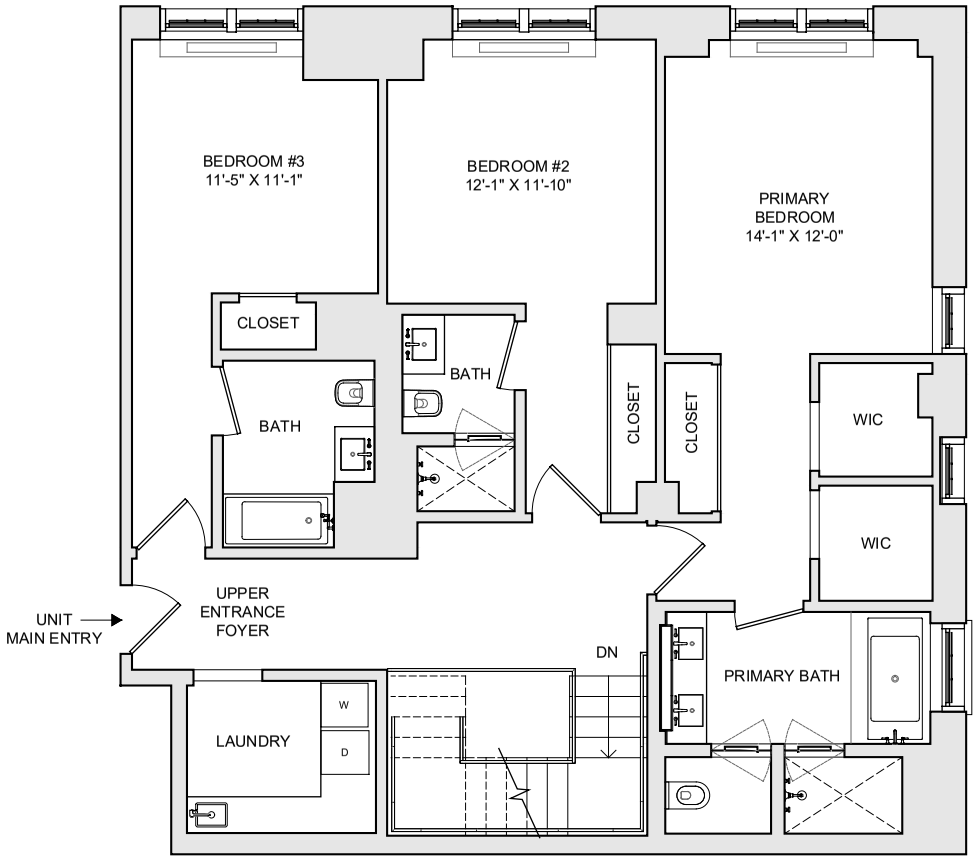
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720 West End Avenue

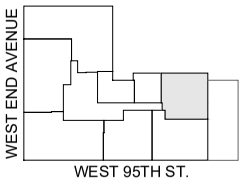
New York, NY 10025

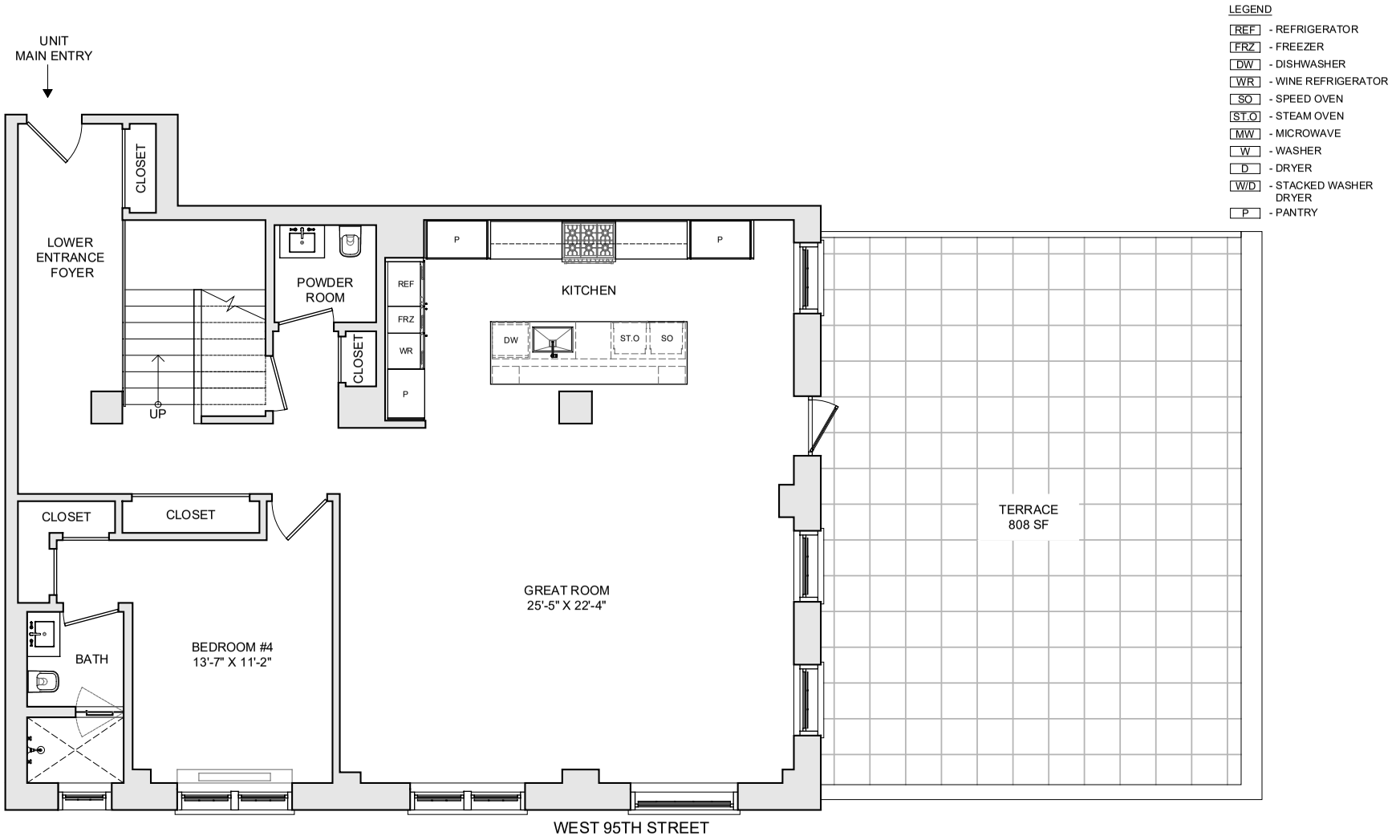
02/20/24

UNIT TH11J
DUPLEX (UPPER)
4 BED,4 BATH
1162 SF (LOWER)
1403 SF (UPPER)
2565 SF (TOTAL)

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487

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT TH11H
DUPLEX (LOWER)
4 BED,4.5 BATH
1552 SF (LOWER)
1587 SF (UPPER)
3139 SF (TOTAL)

NOTES:

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- W/D - STACKED WASHER DRYER
- P - PANTRY



488

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT TH11H
DUPLEX (UPPER)
4 BED,4.5 BATH
1552 SF (LOWER)
1587 SF (UPPER)
3139 SF (TOTAL)

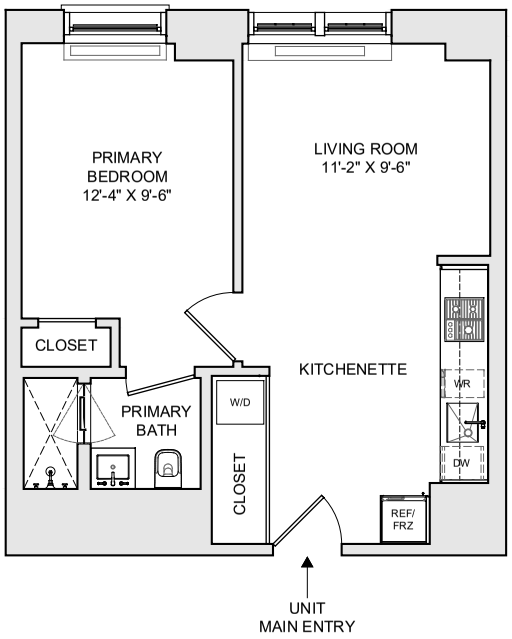
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489

0' 4' 8' 16'

720 West End Avenue

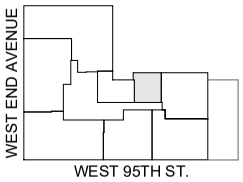
New York, NY 10025

02/20/24

UNIT 12G
1 BED,1 BATH
532 SF

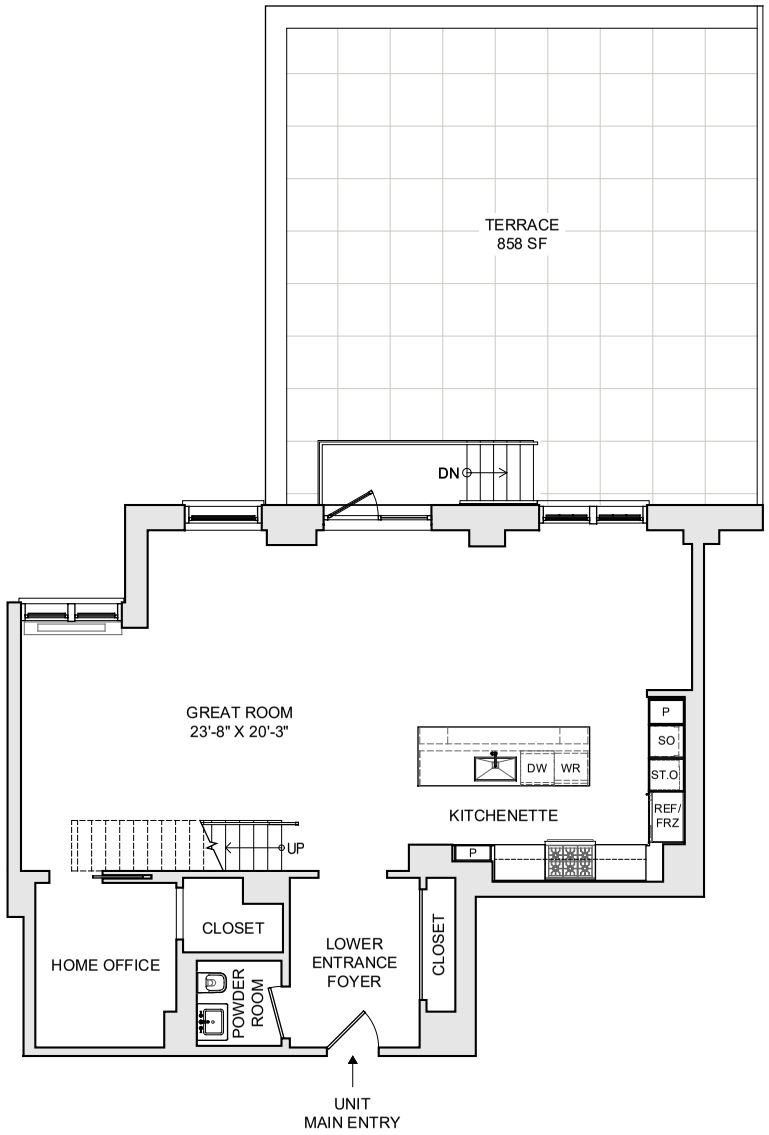
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490

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720 West End Avenue

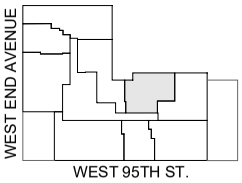
New York, NY 10025

02/20/24

UNIT TH2H
DUPLEX (LOWER)
4 BED,3.5 BATH
1136 SF (LOWER)
1495 SF (UPPER)
2631 SF (TOTAL)

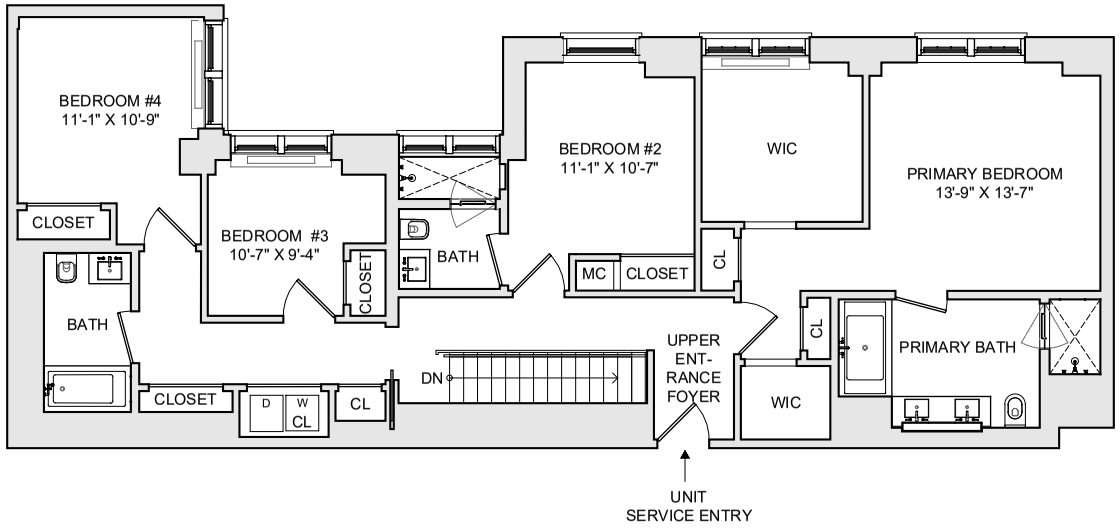
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491

0' 4' 8' 16'

720 West End Avenue

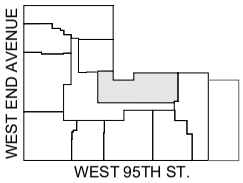
New York, NY 10025

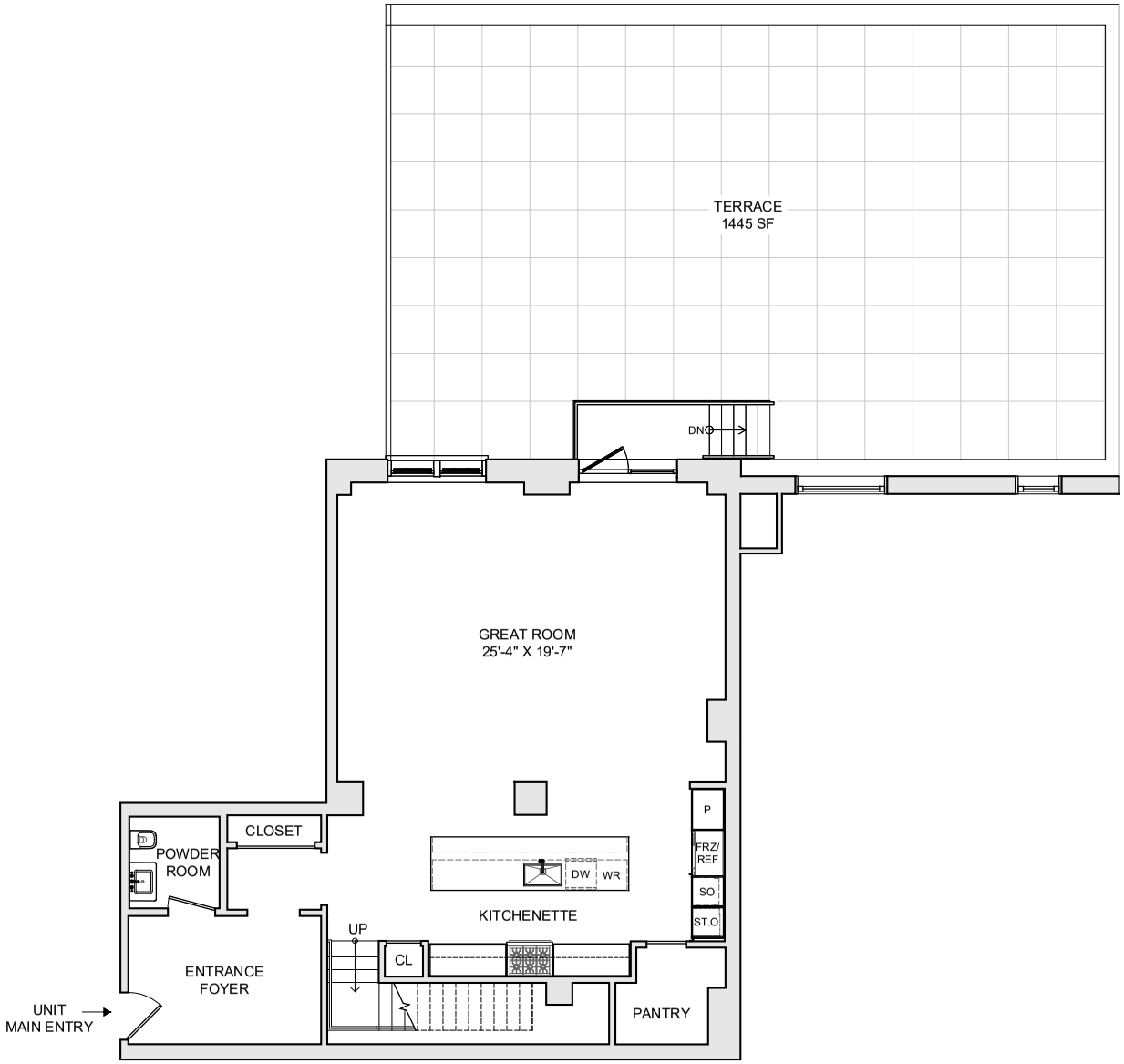
02/20/24

UNIT TH2H
DUPLEX (UPPER)
4 BED,3.5 BATH
1136 SF (LOWER)
1495 SF (UPPER)
2631 SF (TOTAL)

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720 West End Avenue

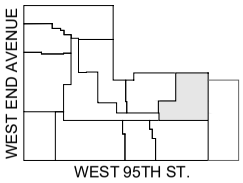
New York, NY 10025

02/20/24

UNIT TH2J
DUPLEX (LOWER)
3 BED,3.5 BATH
1231 SF (LOWER)
1455 SF (UPPER)
2686 SF (TOTAL)

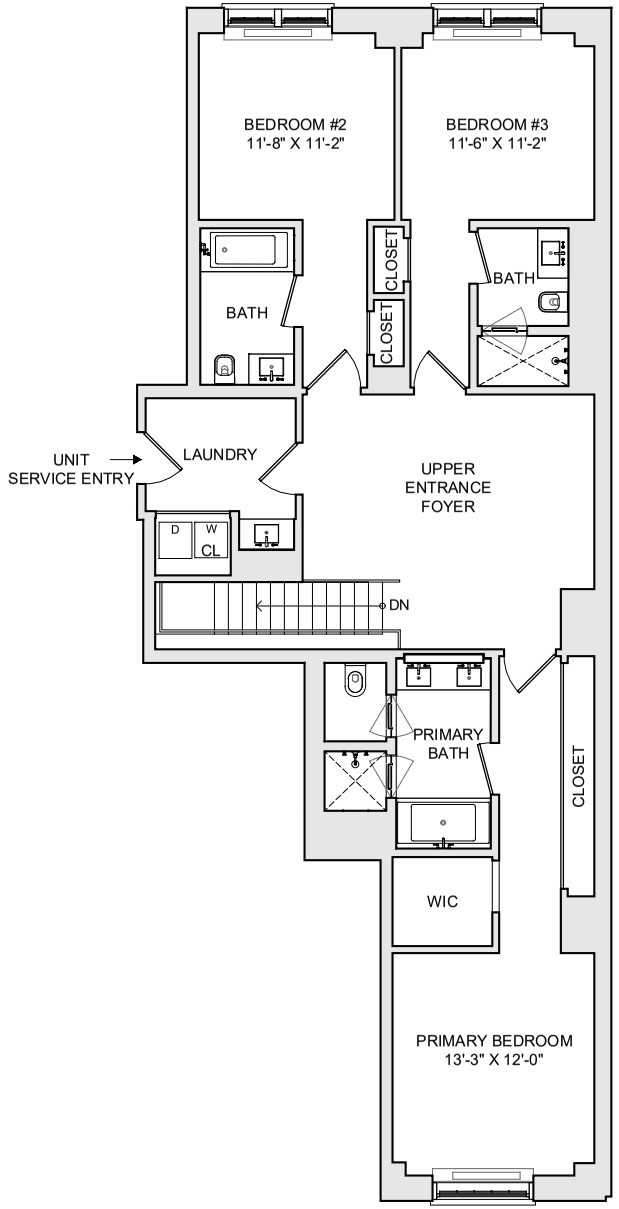
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720 West End Avenue

New York, NY 10025

02/20/24

UNIT TH2J
DUPLEX (UPPER)
3 BED,3.5 BATH
1231 SF (LOWER)
1455 SF (UPPER)
2686 SF (TOTAL)

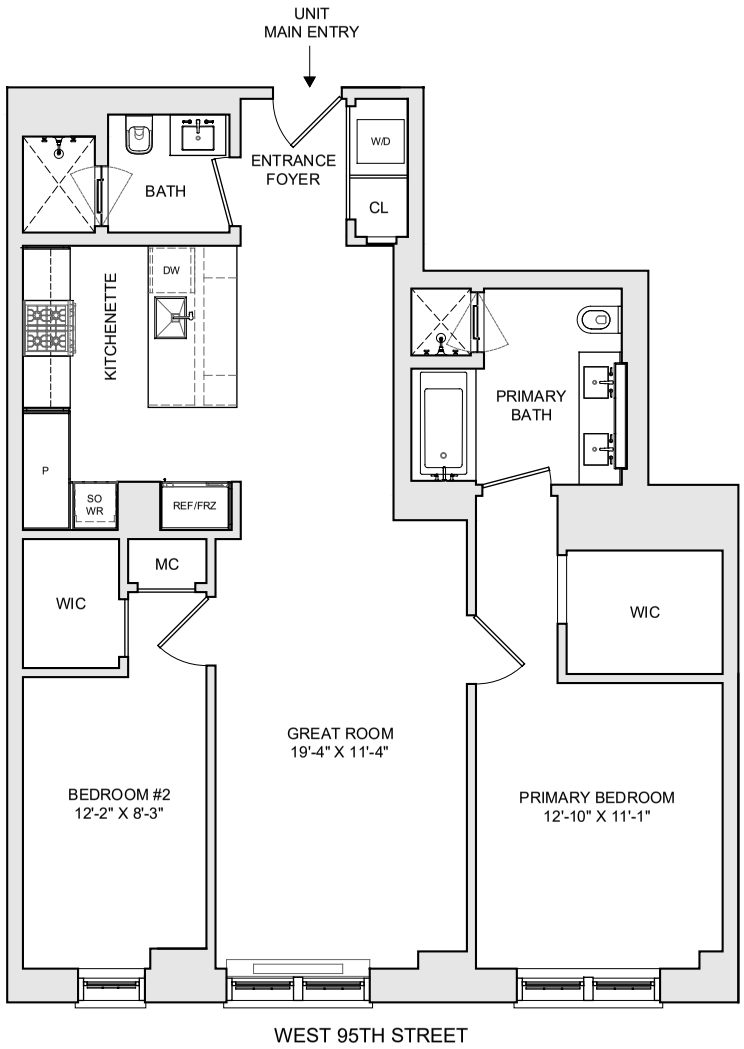
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494

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

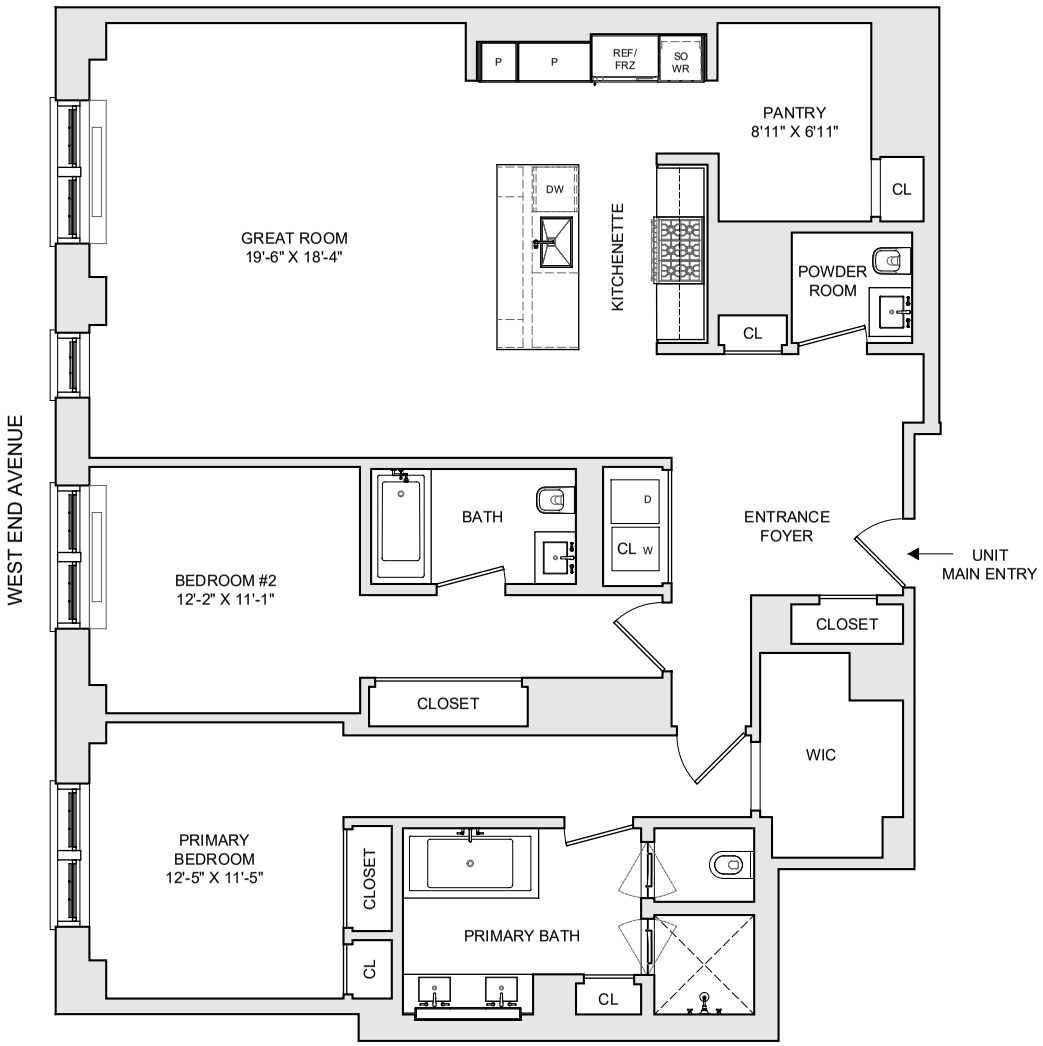
UNIT 3K
2 BED,2 BATH
1138 SF

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- W - WASHER
- D - DRYER
- W/D - STACKED WASHER DRYER
- P - PANTRY

495

0' 4' 8' 16'

720 West End Avenue

New York, NY 10025

02/20/24

UNIT 8B
2 BED,2.5 BATH
1682 SF

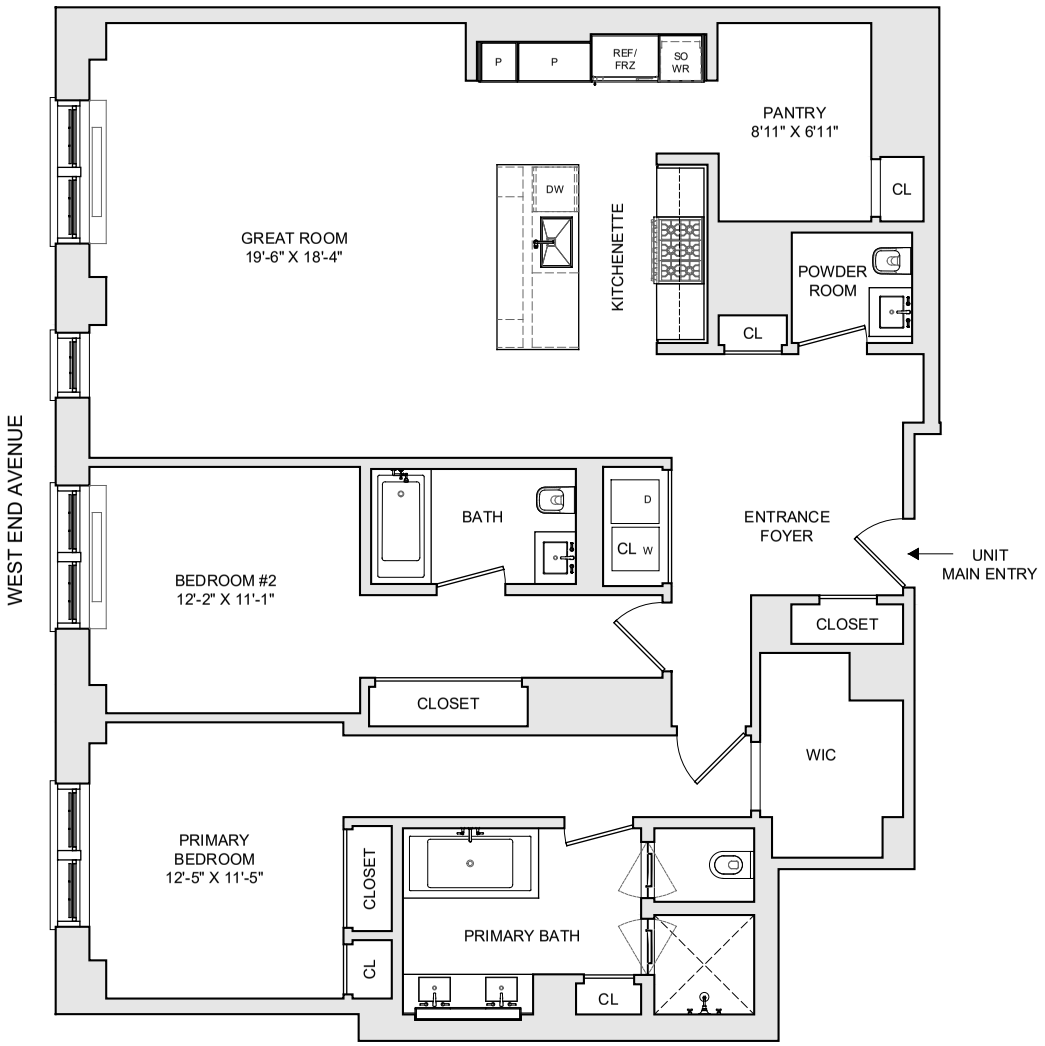
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02/20/24

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1682 SF

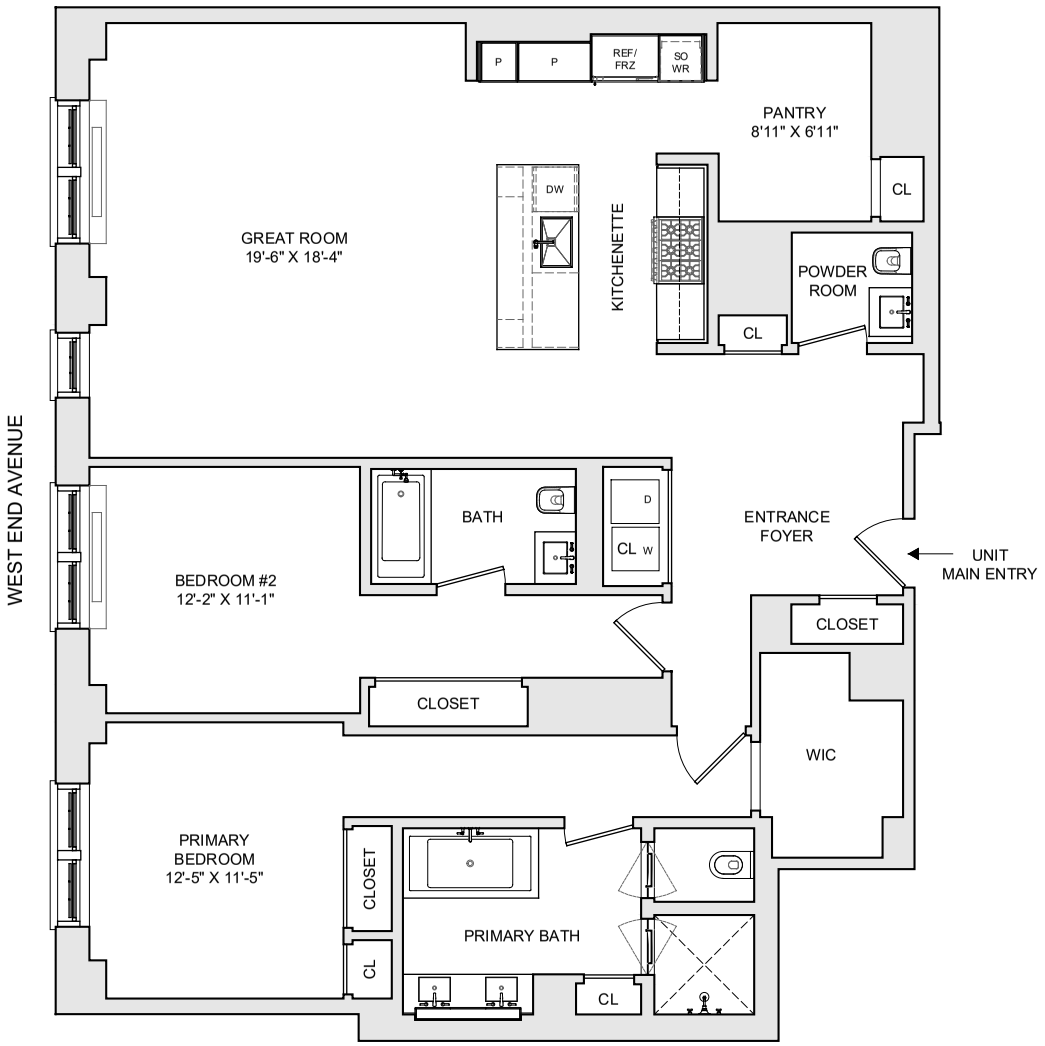
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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 10B
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1682 SF

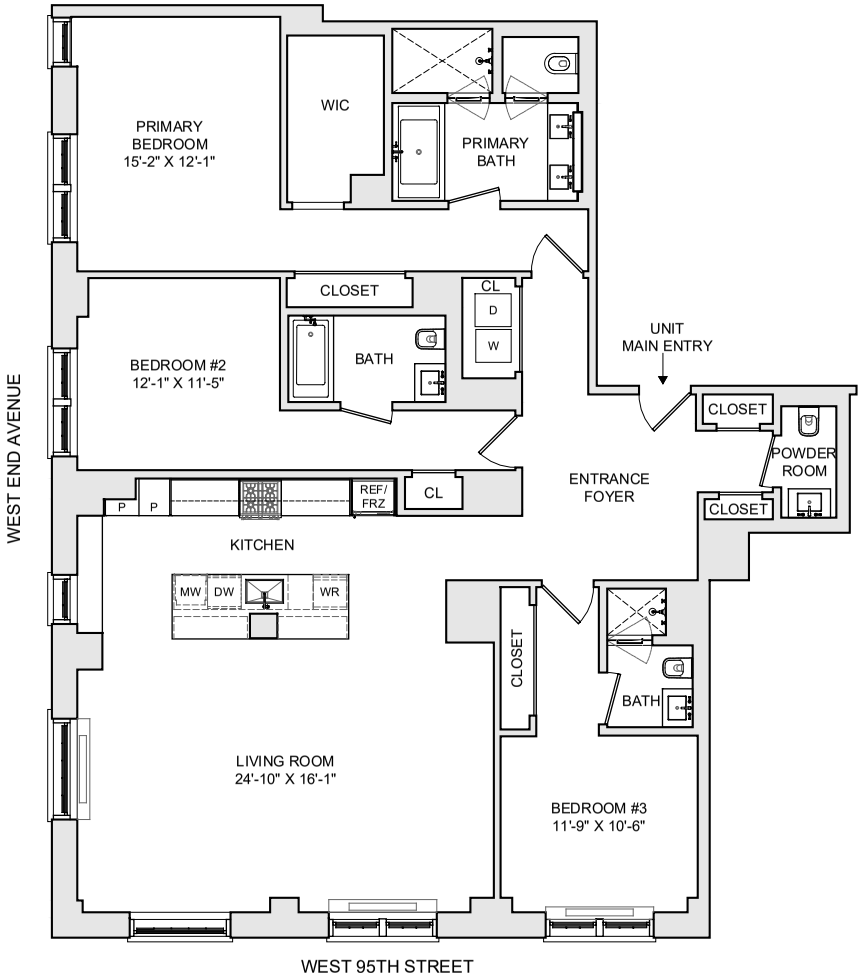
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720 West End Avenue

New York, NY 10025

02/20/24

UNIT 8C
3 BED,3.5 BATH
2045 SF

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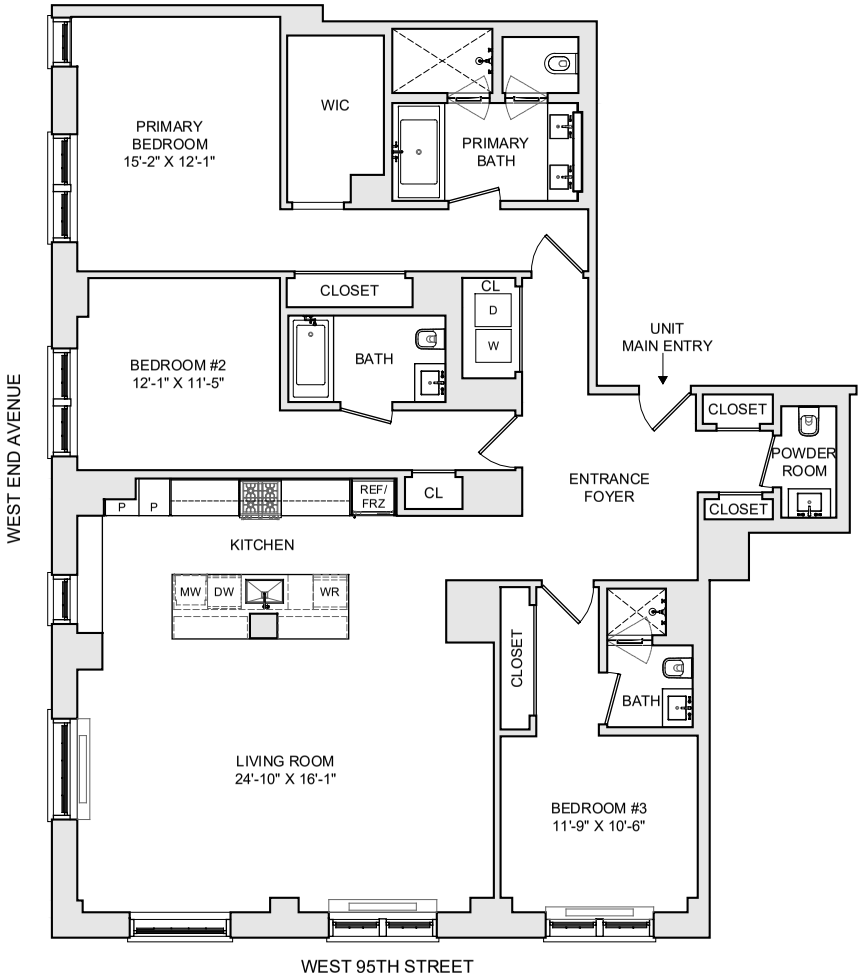
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02/20/24

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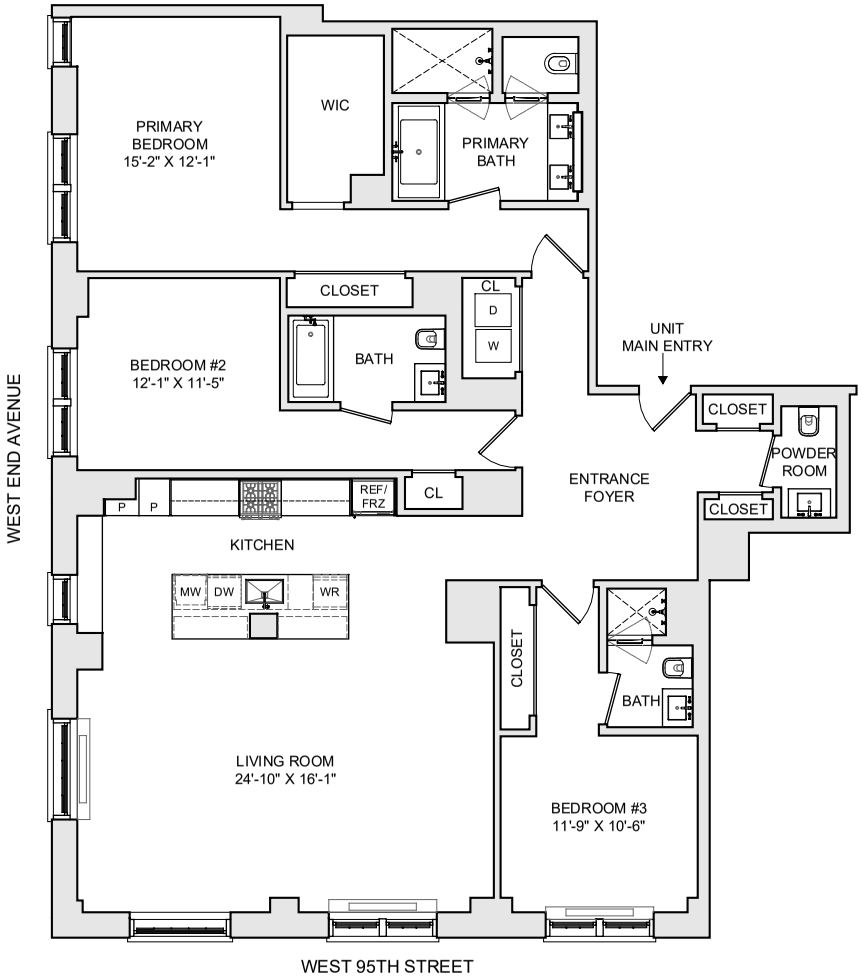
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PURCHASE AGREEMENT

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PURCHASE AGREEMENT

720 WEA VENTURES LLC

Sponsor

With

_____

Purchaser

Unit Number _____
720 WEST END AVENUE CONDOMINIUM
720 WEST END AVENUE
NEW YORK, NY 10025

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PURCHASE AGREEMENT

UNIT NUMBER _____
720 WEST END AVENUE CONDOMINIUM
720 WEST END AVENUE
NEW YORK, NY 10025

AGREEMENT, made as of _____, between Sponsor and Purchaser (defined below).

W I T N E S S E T H :

1. THE PLAN

Purchaser acknowledges having received and read a copy of the Offering Plan for 720 West End Avenue Condominium and all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least 3 business days prior to Purchaser's signing this Agreement. If Purchaser has not received and read the Plan and all amendments thereto at least 3 business days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement, by sending written notice of such rescission to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within 7 days from the date Purchaser delivers an executed Purchase Agreement together with the Initial Deposit to Sponsor. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding except where such provisions were requested by Purchaser and agreed to by Sponsor. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

2. DEFINITIONS

Terms used herein which are also used in the Plan shall have the same meanings as they do in the Plan, unless the context requires otherwise.

2.1 "Sponsor" means 720 WEA Ventures LLC, having an address at c/o InterVest Capital Partners, 425 Park Avenue, 35th Floor, New York, NY 10022. Sponsor's taxpayer identification number is _____.

2.2. "Purchaser" means _____ having an address at _____, _____, _____.

2.3 "Attorneys for Sponsor" means Starr Associates LLP, having an address at 220 East 42nd Street, Suite 3302, New York, New York 10017; Attention: Samantha Sheeber, Esq., Esq. Telephone number: (212) 620-2682. Fax number: (212) 898-0389. E-mail address: ssheeber@starr-lawfirm.com.

2.4 "Attorney for Purchaser" means _____, having an address at _____, _____, _____. Attention: _____, Esq. Telephone number: (_____) _____. Fax number: (_____) _____. E-mail address: _____.

2.5 "Selling Agent" means Corcoran Sunshine Marketing Group, having an address at 888 Seventh Avenue, New York, NY 10106. Telephone number: (212) 634-6501.

2.6 "Co-Broker" means _____.

2.7 "Escrow Agent" means Attorneys for Sponsor.

2.8 "Title Company" means AmTrust Financial, having an address at 220 East 42nd Street, 24th Floor, New York, NY 10017. Telephone number: (646) 458-3348.

3. THE UNIT

Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the unit designated as Unit _____ in the Declaration, ("Unit"), together with its undivided _____% interest in the Common Elements appurtenant to such Unit.

4. PURCHASE PRICE

4.1 The Purchase Price of the Unit ("Purchase Price") is $_____.

The Purchase Price is payable as follows:

(a) $_____ ("Initial Deposit"), due upon Purchaser's signing and delivering this Agreement;

(b) $_____ ("Additional Deposit"), due upon the earlier to occur of (i) 6 months after the execution date of this Agreement or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective; and

(c) $_____ ("Balance of the Purchase Price"), due upon the delivery of the deed to the Unit.

The term "Deposit," as used herein, refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit.

4.2 Purchaser must deliver the payment of a Deposit or the Balance of the Purchase Price by wire transfer unless Sponsor offers, in Sponsor's sole discretion, to accept an official bank check. Any and all wire transfer fees charged by the initiating and/or receiving bank(s) shall be payable by Purchaser. All instruments (a) in payment of a Deposit shall be wired directly to the escrow account maintained by Escrow Agent pursuant to the Plan (or, if Sponsor offers to accept payment in the form of an official bank check, made payable directly to the order of "Starr Associates LLP, as Escrow Agent") and (b) in payment of the Balance of the Purchase Price shall be wired to one or more accounts as directed by Sponsor. In the event Sponsor offers to accept payment in the form of an official bank check: (i) checks must be drawn or issued by a bank or trust company which is a member of the New York Clearing House Association, with the understanding that checks drawn on out-of-state or foreign banks will not be accepted; (ii) in the event of any return of any check for insufficient funds or for any other reason, Purchaser shall be solely responsible for any and all penalties or other fees imposed by the escrow bank or any other bank in connection therewith; (iii) a return of any check delivered in payment of the Initial Deposit, for insufficient funds or for any other reason, at Sponsor's option, shall constitute a non-curable default under this Agreement, rendering this Agreement void *ab initio* and of no further force or effect, in which event Purchaser and Sponsor shall each be released and discharged of all further liability and obligations under this Agreement and the Unit may be sold to another as though this Agreement had never been made; and (iv) a return of any check delivered in payment of the Additional Deposit, for insufficient funds or for any other reason, shall constitute a default under this Agreement, entitling Sponsor at its option to exercise the remedies provided therefor under the Purchase Agreement. All instruments accepted by Sponsor are subject to collection. Electronic payments must be sent via the Federal Reserve Wire Network and in no event shall ACH transfers be permitted.

5. DEPOSITS TO BE HELD IN TRUST

All Deposits made pursuant to this Agreement are subject to the requirements of §§352-e(2) (b) and 352-h of the New York General Business Law and the Attorney General's regulations promulgated pursuant thereto. All monies received from Purchaser towards a Deposit shall be delivered to Escrow Agent and shall be held in accordance with the section of the Plan entitled "Escrow and Trust Fund Requirements" a copy of which is annexed hereto as Schedule D and made a part hereof. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of all Deposits to Sponsor in the event Sponsor and Purchaser close title under this Agreement. In the event Sponsor cannot convey title to the Unit to Purchaser by reason other than Purchaser's default, all Deposits shall be returned to Purchaser, within 30 business days of Sponsor's notification to Purchaser that it cannot convey title.

6. CLOSING DATE AND PLACE

6.1 The Closing of Title shall be held at the offices of Starr Associates LLP, 220 East 42nd Street, Suite 3302, New York, New York 10017 (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 30 days' prior notice ("Initial Closing Notice"). After the Initial Closing Notice, Sponsor may, from time to time, adjourn and reschedule the date and hour for Closing at any time on notice to Purchaser, which new Closing notice shall fix a new date, hour and place for the Closing. The rescheduled Closing shall not be earlier than: (a) the date set forth in the Initial Closing Notice or, (b) 5 days from the date of Sponsor's Closing adjournment notice. These notice provisions may be modified or waived by an agreement signed by Sponsor and Purchaser. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Attorneys for Sponsor at Closing an extra fee as set forth in the Plan.

6.2 The term "Closing Date" "Closing" "Closing of Title" or words of similar import, whenever used herein, shall mean the conveyance of title to the Unit from Sponsor to Purchaser.

6.3 The Closing of Title shall only occur with or after compliance with the prerequisites to Closing and the section of the Plan entitled "Terms of Sale."

7. CLOSING DOCUMENTS

7.1 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. The deed shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser shall duly complete and execute before a notary public the New York City and New York State Transfer Tax Return Forms and any other forms then required by Law, all of which shall be prepared by Sponsor.

7.2 At the Closing of Title, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board prepared by Sponsor substantially in the form set forth in Part II of the Plan.

7.3 At the Closing of Title, Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in compliance with IRS §1445 as amended, or any successor provision or regulation promulgated thereunder.

7.4 At the Closing of Title, Sponsor and Purchaser shall execute and acknowledge in form for recording such other documents that are reasonably necessary or customary in connection with the

conveyance of a condominium unit, including, but not limited to, title affidavits, transfer tax forms, reporting information in respect of real estate transactions, smoke detector affidavit and window guard notices.

7.5 The executed deed, transfer tax forms and power of attorney shall be delivered at the Closing to the representative of the Title Company insuring Purchaser's title (or, if no such representative is present, then to Attorneys for Sponsor) for recording in the Office of the City Register, which recording shall be at Purchaser's expense. After being recorded the deed shall be returned to Purchaser and the power of attorney shall be returned to the Condominium Board.

7.6 Purchaser's payment of the Balance of the Purchase Price and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to 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, and Part 20 of the Regulations issued by the Department of Law.

8. STATUS OF TITLE

8.1 At the Closing of Title, Sponsor shall convey to Purchaser and Purchaser shall accept such fee simple title to the Unit as the Title Company will approve and insure without additional premium to Purchaser, provided that the only liens and encumbrances affecting title shall be those set forth in Schedule A annexed hereto and made a part hereof and those expressly agreed to by Purchaser. Any lien and encumbrance or condition which is not set forth in Schedule A annexed hereto shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to Closing to the Title Company, together with the attendant recording or filing fee, if any, or (b) the Title Company (or such other title insurance company Purchaser may utilize), is or would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien. Sponsor shall not be obligated to cause Purchaser's title company to omit any exceptions if the Title Company is willing to insure, without additional premium, Purchaser's title with such exception.

8.2 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 10 days prior to the Closing and Purchaser, or Purchaser's attorney, failed to send Attorneys for Sponsor written notice of such defect in title at least 10 days prior to the Closing of Title, then, for purposes of section 13 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 being at the request of Purchaser.

8.3 If, subsequent to the Closing of Title, Purchaser claims that Sponsor did not convey fee simple title to the Unit in accordance with the Plan, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor. Sponsor and Purchaser agree that Sponsor's liability will be limited to any loss or damage not covered by Purchaser's title insurance company. If Purchaser did not obtain title insurance at the Closing, for purposes of this subsection, the amount and coverage which Purchaser could have obtained from Purchaser's title insurance company shall be deducted from the loss or damage collectable against Sponsor. Nothing contained in this subsection shall be construed to waive any of Purchaser's rights or abrogate any of Sponsor's obligations under the Plan or Article 23-A of the General Business Law. This provision shall survive Closing.

9. CLOSING ADJUSTMENTS

9.1 The following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges (if Common Charges have been assessed by the Condominium Board) and assessments for the month in which title closes; and

(c) if Purchaser is allowed to occupy the Unit prior to Closing, accrued rent and any other charges pursuant to a use and occupancy agreement, if any, covering the Unit.

9.2 If the Unit has been separately assessed for real estate taxes but the Closing of Title occurs before the tax rate is fixed, adjustment of real estate taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for real estate tax assessments due after the Closing, if any, shall be paid by Purchaser and shall not be considered a defect in title. If the Unit has not been separately assessed for real estate taxes as of the Closing Date for the then current tax period, the adjustment under subsection 9.1(a) hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit. In addition, Purchaser shall pay the Unit's proportionate share of real estate taxes for the next ensuing tax period and Sponsor or the Condominium will pay such real estate taxes directly to the City of New York. Sponsor shall not be obligated to reimburse Purchaser after the Closing on account of any difference between the amount of real estate taxes for the then current tax period paid by Purchaser at Closing calculated according to the above formula and the amount of real estate taxes subsequently billed by the City of New York to such Purchaser (as Unit Owner) unless Sponsor obtains a refund or credit as provided in subsection 9.3 below.

9.3 Purchaser agrees that, if Sponsor obtains a refund for real estate taxes paid (or a credit for such real estate taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the Closing of Title.

9.4 Provided Sponsor is ready, willing and able to close title in accordance with this Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date subject to Sponsor's rights under subsection 13.2 of this Agreement, (a) the Closing apportionments described in subsection 9.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing of Title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's increased carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

9.5 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 of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein in the Plan.

9.6 Any errors or omissions calculating apportionments at Closing shall be corrected and, any payment shall be made to the proper party promptly after discovery. This provision shall survive the Closing of Title.

10. MORTGAGE TAX CREDIT

10.1 In the event a mortgage recording tax credit becomes available pursuant to §339-ee(2) of the New York Condominium Act (and Sponsor does not elect to facilitate a Partial Assignment, as such term is defined in subsection 10.2), it is specifically understood that such credit shall inure to the benefit of Sponsor.

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

10.2 Sponsor may, at Sponsor's option and in Sponsor's sole discretion, elect to cause its mortgage lender to assign a portion of the Project Loan to each Purchaser's lender with the lender's cooperation, when and if a Purchaser obtains financing ("Partial Assignment"). If Purchaser is financing the purchase of the Unit at Closing, Purchaser is required to (i) advise its lender of this provision and exercise good faith efforts to cause its lender to cooperate with Sponsor and Sponsor's lender in connection with the partial assignment of its Mortgage, and (ii) cause its title company (if such title company is different from the Title Company named in the Plan) to cooperate with Sponsor's Title Company in effectuating and keeping record of the partial mortgage assignments (collectively, "Partial Assignment Obligations"). None of these terms and conditions relating to partial assignments shall be construed to mean that the purchase of the Unit is in any way contingent on financing.

11. CLOSING COSTS

11.1 In addition to those costs and adjustments described in sections 9 and 10 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in the section of the Plan entitled "Closing Costs and Adjustments." All closing costs shall be paid by Purchaser by wire transfer, unless Sponsor offers, in Sponsor's sole discretion to accept an official bank check or unendorsed personal check – in any event subject to all terms and conditions relating to wires and bank checks set forth in subsection 4.2 of this Agreement. Any and all wire transfer fees charged by the initiating and/or receiving bank(s) shall be payable by Purchaser.

11.2 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 under this Agreement or any fully-executed riders in connection with the purchase of the Unit (including without limitation any non-payment of tax that may be identified by the Department of Finance in an audit). Purchaser's obligations to pay the taxes described in this Section 11 and to indemnify Sponsor as herein provided shall survive the Closing or the earlier termination of this Agreement.

12. AGREEMENT NOT A LIEN OR ENCUMBRANCE

No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies 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 be subject and subordinate to the lien of any mortgage heretofore or hereafter made, including, but not limited to, any construction or Building loan mortgage, and any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date. 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(s) is subordinated to the Declaration.

13. DEFAULT BY PURCHASER

13.1 The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to close title to the Unit on the scheduled Closing Date; or

(ii) Purchaser's failure to pay when due, or the dishonor of any check delivered by Purchaser to Sponsor in payment of any Additional Deposit, the Balance of the Purchase Price, or any closing adjustment, closing cost or fee, including, without limitation, attorneys' fees required to be paid by Purchaser as set forth in the Plan or in this Agreement; or

(iii) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations under this Agreement or the Plan; or

(iv) if Purchaser is permitted to become the tenant or occupant of the Unit, Purchaser's failure to pay rent or to otherwise comply with some other lease or occupancy obligation; or

(v) Purchaser's filing a voluntary petition in bankruptcy; or

(vi) 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

(vii) if a judgment or tax lien is or has been filed against Purchaser and Purchaser does not pay or bond the judgment or lien as and when demanded by Sponsor; or

(viii) Purchaser's assignment or transfer of this Agreement without the prior written consent of Sponsor; or

(ix) Purchaser's listing the Unit for sale or rental with any broker, placing or authorizing any listing of the Unit for sale in any broker's listing system or any other listing service or advertising, or otherwise offering, promoting or publicizing the availability of the Unit for sale or rental without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed in Sponsor's sole and absolute discretion; or

(x) an Event of Default by Purchaser beyond any applicable grace period under a purchase agreement between Purchaser and Sponsor for another Unit at the Property; or

(xi) in the event that Sponsor gives Purchaser notice of Sponsor's election to facilitate a Partial Assignment, the failure by Purchaser to comply with the Partial Assignment Obligations (as such terms are defined in section 10 of this Agreement).

13.2 **TIME IS OF THE ESSENCE** with respect to Purchaser's performance of any of its obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel this Agreement or (ii) seek specific performance. If Sponsor elects to cancel, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the Event of Default. If the Event of Default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall have the right to retain, as and for liquidated damages (a) any and all Deposits together with any interest earned thereon and (b) Special Work Funds, to the extent expended.

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, without any obligation to account to Purchaser for any of the proceeds of such sale, except that, to the extent Purchaser shall have made only the Initial Deposit and not the Additional Deposit, in addition to retaining the Initial Deposit and any Special Work Funds (to the extent they

have been expended by Sponsor), Sponsor shall be entitled to commence an action against Purchaser to recover the Additional Deposit. In the event special work has been commenced and there is an Event of Default, Sponsor shall be entitled to commence an action against Purchaser to recover the cost of restoration of the Unit to its condition prior to the performance or installation of any special work, but only to the extent actually incurred by Sponsor.

If Sponsor elects to seek specific performance, then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close title to the Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled under this Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection).

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. 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 all Deposits, together with any interest earned thereon, shall be returned to Purchaser within 30 days from the filing date of the amendment abandoning the Plan. 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 lien or encumbrance, 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. In the event of the existence of any lien or encumbrance which Sponsor has no obligation to correct pursuant to the preceding sentence and/or is unable to correct, the sole remedy of Purchaser, provided Purchaser is not then in default, will be to either (a) take title to the Unit subject to such lien or encumbrance (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 within 15 days after receipt of notice or an amendment disclosing such lien or encumbrance. If Purchaser fails to notify Sponsor of Purchaser's election within 15 days after Sponsor notified Purchaser of Sponsor's election or inability to remedy the lien or encumbrance, it will be conclusively deemed that Purchaser elected to acquire title subject to the lien or encumbrance without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise. If Purchaser timely elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return to Purchaser all Deposits and all other sums deposited by Purchaser hereunder, together with interest earned thereon, if any. Upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan.

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 this sale. No portion of the Purchase Price shall be attributable to such items.

17. RENOVATION

17.1 Sponsor's construction work at 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 (subject to field conditions and construction variances and tolerances) and the right of Sponsor to amend the Plan and the Plans and Specification in order to substitute materials, equipment or fixtures of comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a PCO 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 of the Plan entitled "Rights and Obligations of Sponsor."

17.2 Sponsor's construction work at 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 immaterial variations from the Plan and Plans and Specifications as indicated in the section of the Plan entitled "Rights and Obligations of Sponsor" 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 "Terms of Sale" in Part I of the Plan. As a result, if all such prerequisites are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without provision for escrow), notwithstanding any construction items noted on the Inspection Statement (as herein defined) remaining for Sponsor to complete and/or correct in accordance with its obligation under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building or the Unit.

17.4 The actual date for the First Closing is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites recited in the section of the Plan entitled "Terms of Sale." Purchaser acknowledges that construction may be delayed by late delivery of material or equipment, labor difficulties, unavailability of Building trades, casualty, inclement weather and other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the Units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these Units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise 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 later than the projected date or the time to complete or to close title to the Unit is delayed or is postponed by Sponsor.

18. INSPECTION OF THE UNIT

18.1 Upon receipt of the Initial Closing Notice (as such term is defined in section 6 above), Purchaser shall arrange an appointment with a representative of Sponsor to inspect the interior of the Unit within the 7 days prior to the Closing Date fixed by the Initial Closing Notice. Purchaser is expressly prohibited from conducting any testing to the Unit during the inspection for any reason, including without limitation making holes in the walls or ceiling and/or removing sheet rock, tiles, wood flooring, windows, or window panes to test for mold, asbestos, lead paint, mildew, spores, fungi, or other toxins or for any other purpose. Only Purchaser or Purchaser's duly authorized agent shall be entitled to attend such inspection, who shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to Sponsor's representative at the conclusion of the inspection, and in no event shall the inspection exceed two (2) hours in duration. Failure of Purchaser either to arrange such appointment or to inspect the interior of the Unit within 7 days prior to the Closing Date fixed by the Initial Closing Notice or to

so sign and deliver the completed Inspection Statement shall not excuse Purchaser from appearing at the Closing, paying the Balance of the Purchase Price when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled "Rights and Obligations of Sponsor."

18.2 Any work set forth on the Inspection Statement shall be completed by Sponsor as agreed in writing and shall not be grounds for delaying the Closing. Purchaser will be obligated to provide Sponsor and its contractors, subcontractors agents and employees, unfettered access to the Unit and any Limited Common Elements appurtenant thereto after Closing in order to complete the work on the Inspection Statement, failing which Sponsor shall be relieved of its obligations to complete the work set forth on the Inspection Statement. Sponsor has no obligation under the Plan to deposit any monies in escrow at Closing as a result of any work set forth on the Inspection Statement.

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. If Sponsor elects to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the Closing of Title.

19.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force and effect and Sponsor shall return to Purchaser all Deposits delivered pursuant to this Agreement, together with interest earned thereon, if any, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain all Deposits and other such sums deposited by Purchaser hereunder, together with 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, representations, promotional material, express or implied warranties, data statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent, Attorneys for Sponsor, or any other person, 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 or amenities contained in the Unit or Building 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 assessed against on the Unit, the ability to rent the Unit and/or the rental income that the Unit can expect to generate, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, the impact, if any, of adjacent development near the Building or the Unit or Purchaser's use and enjoyment of the Building or Unit, or on any other data or with respect to any matter which might influence Purchaser's decision to execute this

Agreement or purchase the Unit, except as in this Agreement or in the Plan specifically represented. Purchaser specifically disclaims reliance upon any misrepresentations of fact that were alleged to have been made as an inducement to Purchaser to enter into this Agreement.

In making its determination to proceed with this transaction and purchase the Unit, Purchaser has relied solely on Purchaser's own judgment, advisors, legal counsel and investigation in deciding to enter into this Agreement. No person has been authorized to make any representations on behalf of Sponsor except as in this Agreement or in the Plan specifically set forth, and Purchaser acknowledges that no such representations have been made. No oral representations or statements shall be considered a part of this Agreement. Sponsor does not make any representation as to the work, timing of any work or completion of post-Closing items listed on Inspection Statements, materials, appliances, equipment or fixtures in the Unit, the Common Elements, or any other part of the Property, including the amenities. Sponsor makes no representation that the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments, carpeting and the like ("FFE") in any portion of the Building, including the amenities or Units, or set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of Units that any such FFE will be located within any portion of the Building, including the amenities or Units, other than as set forth herein or in the Plan. Except as otherwise set forth in the Plan, Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans is accurate or correct, and (b) that Purchaser shall not be relieved of any Purchaser's obligations hereunder by reason of any immaterial inaccuracy or error. The provisions of this section shall survive the Closing of Title.

21. PROHIBITION AGAINST ADVERTISING

Purchaser is prohibited for a period of twelve (12) months from the First Closing from taking any of the following actions without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole and absolute discretion: (i) listing the Unit for sale with any broker, (ii) placing or authorizing any listing of the Unit for sale in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale. The provisions of this section shall survive the Closing of Title.

22. BROKER

22.1 Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than the Selling Agent and the Co-Broker, if any, named in this Agreement, whose commissions shall be paid by Sponsor. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Selling Agent and the Co-Broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker, other than the Selling Agent or the Co-Broker, in connection with this transaction, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, whether arising as a result of litigation between the Purchaser and Sponsor or between a third party and Sponsor, including legal fees, costs and disbursements. The provisions of this section shall survive the Closing of Title.

22.2 Any commission due to Co-Broker in connection with this transaction shall only be due and payable at the Closing of Title to the Unit.

23. AGREEMENT MAY NOT BE ASSIGNED

Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole

discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall have such right, provided that Purchaser complies with any and all assignment conditions imposed by Sponsor. Any purported assignment by Purchaser in violation of this Agreement shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement, and shall be voidable at the option of Sponsor.

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 Sponsor until a fully executed counterpart hereof has been delivered to Purchaser or Attorney for Purchaser and the Initial Deposit has been received by Escrow Agent. If this Agreement is not accepted within 30 days from the delivery to Sponsor of this Agreement executed by Purchaser together with the Initial Deposit by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed rejected and cancelled and all Deposits shall be returned to Purchaser within 30 days thereafter. Upon such refund being made, neither party shall have any further rights, obligations liability to or against the other hereunder or under the Plan. 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 race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law.

25. NOTICES

25.1 Any notice, election, demand, request, letter, consent or other communication under this Agreement ("Notice") shall be in writing and either delivered in person, delivered via electronic transmission (e-mail), sent postage prepaid by registered or certified mail return receipt requested, or delivered by Federal Express or other reputable overnight courier with receipt confirmed: (a) if to Purchaser, then to Attorney for Purchaser at the address for Attorney for Purchaser given at the beginning of this Agreement, with a courtesy copy by regular mail delivered to Purchaser at the address for Purchaser given at the beginning of this Agreement and (b) if to Sponsor, to Attorneys for Sponsor at the address given for Attorneys for Sponsor at the beginning of this Agreement, with a courtesy copy by regular mail delivered to Sponsor at the address for Sponsor given at the beginning of this Agreement. Either party may hereafter designate to the other in writing a change in the address to which a Notice is to be sent. Except as otherwise expressly provided herein, a Notice shall be deemed "given" (i) if by personal delivery, on the date when personally delivered, (ii) if by electronic transmission (e-mail), on the day the electronic transmission was initiated, (iii) if by overnight courier, when delivered to the overnight courier, or (iv) in the case of mailing, three (3) days after the date mailed in a prepaid sealed wrapper at a United States Post Office. Notwithstanding the fact that the Plan is incorporated in this Agreement by reference, this section shall pertain solely to Notices required solely under this Agreement to the exclusion of any notices required under the Plan, and in no event shall be construed to undermine, supplement, or supplant the notice requirements set forth in the regulations promulgated by the Department of Law to the extent the latter may be applicable.

25.2 Sponsor and Purchaser hereby designate and empower their respective attorneys, as their agents, to give and receive Notice under this Agreement. In connection therewith, (x) any Notice given by either of the parties to the other party's attorney shall be deemed Notice to the party itself (with the same force and effect as if received by the party itself), and (y) any Notice received by either of the parties from the other party's attorneys shall be deemed to be Notice from such party itself (with the same force and effect as if given by the party itself). Notwithstanding anything set forth in this Agreement to the contrary, provided that Notice is given to Attorney for Purchaser or Attorneys for Sponsor (as applicable) in compliance with

one of the methods set forth in the previous paragraph, the giving of Notice shall be deemed complete and sufficient for the purpose of any Notice requirement under this Agreement.

26. JOINT PURCHASERS

The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligations shall be joint and several.

27. FORCE MAJEURE

In the event that any obligation or undertaking required by Sponsor under this Agreement (including without limitation any fully-executed rider hereto) is prevented, delayed or hindered by 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 and such tolling shall not entitle Purchaser to any credit, offset, or reduction in Purchase Price or to be relieved of any other obligation under this Agreement. However, none of Purchaser's rights under the applicable regulations promulgated by the Attorney General, Article 23 of the General Business Law or under the 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 any governmental agency, or by executive order. In the event of any inconsistency between this section and any other provision set forth in this Agreement (including without limitation in any full-executed rider hereto, notwithstanding anything set forth in such rider to the contrary), this section shall prevail and govern. This section shall survive the Closing.

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. AGREEMENT NOT CONTINGENT UPON FINANCING

The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof), and Purchaser understands and agrees that 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, the imposition by the lender of any additional fees or charges, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement and Sponsor shall have no liability as a result of any scheduling or adjournment of the Closing beyond the expiration of the loan commitment.

30. COSTS OF ENFORCING AND DEFENDING AGREEMENT

Purchaser shall be obligated to reimburse Sponsor, provided Sponsor is deemed the prevailing party, for any and all legal fees, court costs, disbursements and related expenses, 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, whether or not litigation or an adversarial proceeding is brought that arises from or relates to this Agreement and whether the litigation or adversarial proceeding arises between Purchaser and Sponsor or between a third party and Sponsor or Purchaser.

31. 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.

32. STRICT COMPLIANCE

Any failure by either party to insist upon the strict performance by the other 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 party.

33. WAIVER OF JURY

Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby 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.

34. 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.

35. CERTAIN REFERENCES

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to articles, sections, paragraphs, subsections or other provisions are references to articles, sections, paragraphs, subsections or other provisions of this Agreement.

36. CAPTIONS

The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

37. SUCCESSORS AND ASSIGNS

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.

38. CONFIDENTIALITY

Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential, except that Sponsor shall be permitted to disclose that a Purchase Agreement has

been executed for the Unit and the purchase price thereunder, but not the identity of Purchaser or its principals. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, brokers, architects/engineers, accountants, lenders, Escrow Bank and individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

39. NO ORAL CHANGES

This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by the parties hereto or by an amendment to the Plan.

40. PERFORMANCE

Where this Agreement by its terms requires the payment of money or the performance of a condition on a Saturday, Sunday or public holiday, such payment may be made or condition performed on the next business day succeeding such Saturday, Sunday or such public holiday, with the same force and effect as if made or performed in accordance with the terms of this Agreement.

41. COUNTERPARTS

This Agreement and any Riders thereto may be executed in any number of original, email, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same instrument.

42. GOVERNING LAW/JURISDICTION AND VENUE/AGENT FOR SERVICES OF PROCESS

42.1 This Agreement was negotiated in the State of New York and the Unit to be conveyed pursuant hereto is located in the State of New York, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects, including matters of construction, validity and performance, this Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such State and any applicable law of the United States of America. Purchaser hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement and this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

42.2 Any legal suit, action or proceeding against Sponsor or Purchaser arising out of or relating to this Agreement shall be instituted in any federal or state court in New York County, New York and Purchaser waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and Purchaser hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding. Purchaser does hereby designate and appoint Attorney for Purchaser as its authorized agent to accept and acknowledge on its behalf service of any and all process which may be served in any such suit, action or proceeding in any federal or state court in New York, New York, and agrees that service of process upon said agent at said address and written notice of said service of Purchaser mailed or delivered to Purchaser in the manner provided herein shall be deemed in every respect effective service of process upon Purchaser (unless local law requires another method of service), in any such suit, action or proceeding in the State of New York. Purchaser (i) shall give prompt notice to Sponsor of any changed address of its authorized agent hereunder, (ii) may at any time and from time to time designate a substitute authorized agent with an office in New York, New York (which office

shall be designated as the address for service of process), and (iii) shall promptly designate such a substitute if its authorized agent ceases to have an office in New York, New York or is dissolved without leaving a successor.

43. WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY.

43.1 The provisions of this section 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 or the Condominium Documents.

43.2 If Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to diplomatic or sovereign immunity, Purchaser expressly and voluntarily waives such immunity and consents to any suit, action or proceeding arising out of or relating to this Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents, and hereby designates and authorizes a 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 or the Condominium Documents.

43.3 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.

44. PURCHASER'S REPRESENTATIONS

44.1 Purchaser is not now, nor shall at any time prior to or at the Closing of Title, be 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") 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, be 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, (i) is prohibited from transacting business; or (ii) with whom U.S. Persons may only, subject to the imposition of significant fines and/or penalties, transact business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by OFAC or otherwise.

44.2 Purchaser has taken, and until the Closing of Title shall continue to take, 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, and to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and at Closing will 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. § 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. § 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et. seq.; and the International Emergency Economic Powers Acts, 50 U.S.C. § 1701 et. seq., and the sanctions and regulations promulgated pursuant thereto by OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. §§ 1956 and 1957, as amended from time to time.

44.3 Purchaser acknowledges and accepts that the (i) prevention of the growth of mold in a Unit subsequent to Closing is the responsibility of Purchaser (as Unit Owner) and (ii) Purchaser is solely responsible to take such actions as may be necessary and sufficient to prevent conditions which may cause the mold or mildew and to ascertain and undertake the necessary precautions to prevent mold from becoming a problem in the Unit. Purchaser represents that Sponsor will not be liable for and Purchaser hereby waives any claim for any actual, special, incidental, or consequential damages based on strict liability, or breach of express or implied warranty with respect to the growth of any mold in the Unit subsequent to Closing, unless caused by the negligence or misconduct of Sponsor.

44.4 The provisions of this section shall survive the Closing of Title to the Unit or the earlier termination of this Agreement.

45. FINANCIAL CRIMES ENFORCEMENT NETWORK

In the event that this transaction falls within the scope of the Geographic Targeting Order ("Order") issued by the Financial Crimes Enforcement Network of the U.S. Department of Treasury (as may be amended from time to time), Purchaser shall deliver to the Title Company at Closing all documents and information requested by the Title Company in order to comply with the requirements set forth in the Order. Any failure by a Purchaser to perform its obligations under this paragraph shall constitute an Event of Default under this Agreement.

46. CERTIFICATION OF SPONSOR AND PRINCIPAL

Consistent with a recent First Department decision, the principal of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principal, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al. 106 A.D. 3d 542 (1st Dept. 2013).

47. SMOKING POLICY

47.1 For the purpose of this Smoking Policy, the term "smoking" and similar terms means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette, e-cigarette or other tobacco or non-tobacco smoking product in any manner or in any form.

47.1.1 No Unit Owner, tenant, occupant, or any other person (including without limitation invitees, guests or contractors) occupying or visiting a Unit shall smoke (i) in any common area, indoor or outdoor, of the Building, including without limitation all entrances, elevators, hallways, basement, stairwells, fire stairs, amenity areas, and driveways, and (ii) within a radius of thirty (30) feet outside all entrance doors of the Building ((i) and (ii) collectively "Prohibited Smoking Locations").

47.1.2 Persons may smoke within a Unit and on a Terrace exclusive to a Unit, provided however that such smoking does not trigger complaints of smoke odors permeating into other Units or Prohibited Smoking Locations in the Building. If the Condominium receives, and notifies the Unit Owner of, complaints regarding smoke odors permeating from their Unit, or any Terrace exclusive thereto, into other Units or Prohibited Smoking Locations, the Unit Owner shall be obligated, at their sole cost and expense, to take all steps necessary to cause such complaints to cease, including but not limited to sealing holes, gaps and cracks in the Unit, installing air purifiers, and creating necessary pressure differentials.

47.1.3 Each Unit Owner shall inform all persons that do or will occupy or enter a Unit of this policy and shall be responsible for violations thereof. In the event of any violation of this

policy, the Condominium Board shall impose a fine on the common charge account of the Unit of $250 for the first occurrence, $500 for the second occurrence, and $1,000 for every subsequent occurrence thereafter.

47.1.4 Each Unit Owner shall inform their household staff, co-occupants and guests of this policy.

47.1.5 A Unit Owner who leases their Unit shall include a copy of this policy as an attachment to such lease.

47.1.6 A Unit Owner who violates this policy, or whose co-occupant, guest or other invitee violates this policy, shall be deemed to have agreed to indemnify, defend and hold harmless the Condominium from, against and with regard to any loss or damage which the Condominium may incur, or any claim that may be asserted against the Condominium, as a result of such violation of this policy, including, without limitation, the amount of reasonable attorneys' fees and disbursements incurred by the Condominium in connection therewith.

47.1.7 Any monetary obligations by a Unit Owner to the Condominium under this policy shall be deemed additional common charges under the By-laws of the Condominium.

47.2 Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including without limitation the imposition of fines or penalties against the Unit Owner. Purchasers are advised that the By-Laws empower the Condominium Board to amend the Rules and Regulations, including without limitation to modify or replace the Smoking Policy, and Sponsor makes no representations or guarantees as to whether the Condominium Board will choose to do so at any time.

48. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS DISCLOSURE

48.1 The Environmental Protection Agency and the Department of Housing and Urban Development promulgated Federal regulations under 24 CFR Part 35 and 40 CFR Part 749 ("Federal Regulations") regarding the disclosure of lead-based paint and/or lead-based paint hazards to prospective purchasers of Units. In accordance with the provisions of the Federal Regulations, annexed to this Agreement as Schedule C is a "Lead Warning Statement" and "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" to be signed by Sponsor and Purchaser. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint. Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and material pertaining to lead-based paint and/or lead-based hazards in the Building. Set forth as an Exhibit in Part II of the Plan is a Lead Based Paint Inspection Report (the "Lead Paint Report") prepared by Enviro-Pro, dated April 22, 2019. Although the Lead Paint Report reveals the presence of lead-based paint in the Building, Purchasers are advised that the same will be significantly abated and removed as part of Sponsor's planned construction work at the Building. Notwithstanding the foregoing, the Description of Property and Improvements set forth as an Exhibit in Part II of the Plan provides that certain components of the Building to remain, which include the wall enclosing the Building's stairs and certain ceilings and beams, may still contain lead-based paint after completion of Sponsor's construction work. Sponsor will comply with applicable Law concerning the use of lead-based paint and/or lead-based paint hazards. Sponsor does not make any representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they or the Condominium remove sheetrock at any time in the future, they or the Condominium may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense. Purchaser's obligation hereunder shall survive Closing.

48.2 In the event Purchaser exercises Purchaser's right to conduct a risk assessment or inspection ("Inspection") for the presence of lead-based paint and/or lead-based paint hazards, such Inspection shall be performed within 10 calendar days following the date of this Agreement on the following terms and conditions:

48.2.1 Purchaser and Purchaser's consultant ("Consultant") will be given reasonable access to the Unit and the public areas of the Building.

48.2.2 The Inspection shall be held at a mutually convenient time and date on a business day between 9 a.m. and 5 p.m.

48.2.3 The Inspection shall be performed in a reasonable manner so as not to disturb or interfere with the use, operation, security or occupancy of the Unit or the Building.

48.2.4 Purchaser shall be liable for any damages to the Unit or the Building, injuries, and all claims and lawsuits caused by Purchaser or the Consultant during the Inspection.

48.2.5 Purchaser or the Consultant will not probe, penetrate or disturb any painted or covered surface during the Inspection without Sponsor's approval.

49. WEEKENDS AND BANK HOLIDAYS

With respect to any deadline specified in this Agreement or any fully-executed riders (including without limitation time-is-of-the essence deadlines): should any such deadline fall on a weekend or bank holiday, the deadline shall be deemed extended to the next business day.

50. PURCHASE BY AN ENTITY [IF APPLICABLE]

50.1 Purchaser represents that as of the date hereof, the individual[s] that control Purchaser [is][are] _____ [and_____] ([each, a]"Purchasing Individual"). Purchaser acknowledges that at Closing, Purchaser shall deliver to Attorneys for Sponsor all required organizational documents, as determined by Sponsor in its sole discretion, in order to confirm that as of the date of Closing, Purchaser is still under the Control of [a] Purchasing Individual. Purchaser's failure to comply with the provisions of this subsection shall be deemed an event of default under this Agreement, entitling Sponsor to exercise the remedies set forth in section 13 of this Agreement.

50.2 The term "Control" shall mean, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person or entity, through ownership of 100% voting securities or 100% of partnership or other ownership or membership interests, by contract or otherwise, or as a result of being the sole beneficiary of a trust.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

720 WEA VENTURES LLC

By: _____
Name:
Title: Authorized Signatory

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey or personal inspection of the Property would show, provided such state of facts would not render title uninsurable without additional premium to Purchaser and would not prevent the use of the Unit for dwelling purposes.

3. The terms, burdens, covenants, restrictions, conditions, easements and Rules and Regulations, all as set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from the Purchaser to the Condominium Board, and the Tax Lot Drawings as all of the same may be amended from time to time.

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 and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for or other permitted uses of vault space under the sidewalks and streets.

7. 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.

8. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations.

9. Leases and service, maintenance, employment, concessionaire and Ancillary Amenity Licenses, if any, of other Units or portions of the Common Elements.

10. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the Closing of Title.

11. 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 (with the then current installment to be apportioned as of the Closing Date) and the Purchaser shall pay all assessments due from and after the Closing Date.

12. 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 Buildings Department, 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.

13. Any encumbrance as to which the Title Company (or such other New York State Land Title Association member title insurance company which insures the Purchaser's title to the Unit) would be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such

encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.

14. 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 dwelling purposes.

15. Any lease covering the Unit(s) made from Sponsor to the Purchaser.

16. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board, or another Unit Owner to correct.

17. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company.

18. Any TCO or PCO for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

19. The premises have been designated as part of the Riverside-West End Historic District Extension II, Manhattan Historic District by Notice of Designation recorded on August 19, 2020, as CRFN 2020000233233 and are therefore subject to the restricted use as set forth in the New York City Charter and in the Administrative Code of the City of New York.

20. Any encumbrance, covenant, easement, agreement, or restriction against the Property set forth in the form of Unit Owner's Specimen Title Policy prepared by the Title Company set forth in Part II of the Plan, as the same may be updated from time to time prior to the Closing.

SCHEDULE B

INSPECTION STATEMENT

Date: _____

720 WEA Ventures LLC
c/o InterVest Capital Partners,
425 Park Avenue, 35th Floor
New York, NY 10022

Re: Unit No: _____ ("Unit")
720 West End Avenue Condominium
720 West End Avenue
New York, NY 10025 ("Condominium")

Ladies and Gentlemen:

1. On the date hereof, the undersigned ("Purchaser") or Purchaser's agent ("Purchaser's Rep") inspected the Unit which Purchaser is acquiring from Sponsor and have found the Unit to be in good condition, except as otherwise noted on the attached schedule as Exhibit "A."

2. Purchaser acknowledges that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, towel bars, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to the date Purchaser moves into the Building. Purchaser agrees to sign-off each item requiring adjustment, or repairs, if any, as they are completed.

3. In the event Purchaser performs work in the Unit of any kind affecting any of the areas or items listed above after the Closing, Sponsor will be relieved of any and all obligations related to the items listed on Exhibit A.

4. Purchaser hereby agrees to provide Sponsor and its contractors, subcontractors, agents and employees, unfettered access to the Unit and any Limited Common Elements appurtenant thereto after Closing in order to complete the work set forth on the Inspection Statement, failing which Sponsor shall be relived of its obligations to complete the items listed on Exhibit A.

PURCHASER(S):

_____
(signature)

_____
(signature)

OR

PURCHASER'S REP:

_____
(signature)

EXHIBIT A

PUNCHLIST ITEMS:

SCHEDULE C

DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide buyer with information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SPONSOR'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards. (check (i) or (ii) below):

(i) _X_ Known lead-based paint and/or lead-based paint hazards are present in the housing as described in the "Asbestos and Lead Paint Report" set forth in the Offering Plan.

(ii) ___ Sponsor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to Sponsor (check (i) or (ii) below):

(i) _X_ Sponsor has provided Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing, which are set forth in the Offering Plan.

(ii) ___ Sponsor has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) _____ Purchaser has (check (i) or (ii) below):

(i)___ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)___ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

SELLING AGENT'S ACKNOWLEDGMENT (initial)

(f) X Selling Agent has informed Sponsor of Sponsor's obligation under 42 U.S.C. 4852d and is aware of Selling Agent's independent responsibility to ensure compliance.

CERTIFICATE OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

720 WEA VENTURES LLC

By: _____
Name:
Title: Authorized Signatory

SCHEDULE D

RIDER TO PURCHASE AGREEMENT RE: ESCROW PROVISIONS

This Rider is made as of _____, between Sponsor, Purchaser and Escrow Agent.

Re: Unit No: _____ ("Unit")
720 West End Avenue Condominium
720 West End Avenue
New York, NY 10025 ("Condominium")

1. ESCROW AND TRUST FUND REQUIREMENTS

All deposits, down payments, advances and payments made by Purchasers prior to the Closing ("Deposits") will be held in escrow in conformity with the disclosure contained in the section of the Plan entitled "Escrow and Trust Fund Requirements" and in accordance with the escrow provisions contained in the Purchase Agreement.

Sponsor will comply with the escrow and trust fund requirements of General Business Law §§352-e(2-b) and 352-h and Attorney General's regulations promulgated pursuant thereto. The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of Escrow Agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Plan or in the escrow agreement or Purchase Agreement. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds. However, notwithstanding anything to the contrary set forth herein or anywhere else in the Plan, in the Event of Default by Purchaser, as that term is defined in the Purchase Agreement, Purchaser shall be bound by the provisions of the Section of the Purchase Agreement entitled "Costs of Enforcing and Defending Agreement."

All Deposits made by Purchasers prior to the Closing of each individual transaction will be placed in a segregated special escrow account of Starr Associates LLP, the escrow agent ("Escrow Agent"), whose address is 220 East 42nd Street, Suite 3302, New York, New York 10017 and whose telephone number is (212) 620-2680. As of the date of this Rider, the attorneys who are signatories on these accounts authorized to withdraw funds, acting singly, are: Samantha Sheeber, Esq., Adam Kriegstein, Esq., Shaun Pappas, Esq., and Benjamin Siegel, Esq. ("Authorized Signatories"). All Authorized Signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any Authorized Signatory of Sponsor, Selling Agent, Managing Agent, or any principal thereof, or has any beneficial interest in any of the foregoing.

Escrow Agent has established an escrow account entitled "Starr Associates LLP, Escrow Account" ("Escrow Account") at Flagstar Bank, N.A. located at 1400 Broadway, New York, NY 10018 ("Escrow Bank"). Escrow Bank is authorized to do business in the State of New York.

All instruments (a) in payment of a Deposit shall be wired directly to the escrow account maintained by Escrow Agent pursuant to the Plan (or, if Sponsor offers to accept payment in the form of an official bank check, made payable directly to the order of "Starr Associates LLP, as Escrow Agent") and (b) in payment of the Balance of the Purchase Price shall be wired to one or more accounts as

directed by Sponsor. In the event Sponsor offers to accept payment in the form of an official bank check: (i) checks must be drawn or issued by a bank or trust company which is a member of the New York Clearing House Association, with the understanding that checks drawn on out-of-state or foreign banks will not be accepted; (ii) in the event of any return of any check for insufficient funds or for any other reason, Purchaser shall be solely responsible for any and all penalties or other fees imposed by the escrow bank or any other bank in connection therewith; and (iii) a return of any check delivered in payment of the Initial Deposit, for insufficient funds or for any other reason, shall constitute a non-curable default under the Purchase Agreement, rendering the Purchase Agreement void *ab initio* and of no further force or effect, in which event Purchaser and Sponsor shall each be released and discharged of all further liability and obligations under the Purchase Agreement and the Unit may be sold to another as though the Purchase Agreement had never been made; and (iv) a return of any check delivered in payment of the Additional Deposit, for insufficient funds or for any other reason, shall constitute a default under the Purchase Agreement, entitling Sponsor at its option to exercise the remedies provided therefor under the Purchase Agreement. All instruments accepted by Sponsor are subject to collection. In the event that Sponsor offers, in its sole discretion, to accept electronic payments, such electronic payments must be sent via the Federal Reserve Wire Network and in no event shall ACH transfers be permitted.

All Deposits will be placed initially in the non-interest-bearing portion of the Escrow Account (excluding Special Work Funds). Each Purchaser is required to deliver, in addition to any other documents required by the Escrow Bank or any governmental agency, a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status) in the forms set forth in Part II to the Plan, to Attorneys for Sponsor (or Escrow Agent) at the time Purchaser signs and delivers the Purchase Agreement and the Initial Deposit. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, and any other additional documentation required by the Escrow Bank or any governmental agency, the Deposit will thereafter be promptly transferred to an individual interest-bearing sub-escrow account in the name of Purchaser (except for deposits for Special Work Funds). If a Purchaser does not deliver the Form W-9 or FormW-8 or any other additional documentation required by the Escrow Bank or any governmental agency, the Deposit will remain or may be moved back into the non-interest-bearing portion of the Escrow Account. Each Purchaser will be required to comply with the requirements of the Escrow Bank and/or any governmental agency at any time, failing which the Deposit shall remain in (or may be moved back into) the non-interest-bearing portion of the Escrow Account. At such time as any Deposit is released, such Deposit will be transferred from the individual sub-escrow account to the non-interest-bearing portion of the Escrow Account so that checks may be drawn thereon. The Escrow Account is not an IOLA account.

All Deposits, except for any Special Work Funds, are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, until such time as Sponsor is entitled to such Deposits as per GBL § 352-h.

Special Work Funds will initially be placed in the Escrow Account. However, Purchasers should note that such Special Work Funds may be released from the Escrow Account by Escrow Agent to Sponsor to pay, or to reimburse Sponsor, for such special work. As a result, in the event Sponsor cancels the Purchase Agreement or Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan or if Sponsor abandons or withdraws the Plan, the Special Work Funds will be returned to Purchaser, to the extent not expended. Escrow Agent shall be under no duty to verify that Sponsor used or committed such funds for special work.

The sub-escrow account number and the initial interest rate, if any, will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser sent within 10 business days after the delivery of the Initial Deposit. If Purchaser does not receive notice that the Initial Deposit has been placed in the Escrow Account within 15 business days after delivery of the Initial Deposit, Purchaser may cancel the purchase and rescind the Purchase Agreement so long as the right to rescind is exercised within 90 days after delivery of the Initial Deposit by notice delivered to Sponsor and 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, 21st Floor, New York, New York 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Initial Deposit was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's regulations. However, Escrow Agent will not be required to send the aforementioned letter to any Purchaser in connection with any subsequent Deposits delivered by Purchaser after the Initial Deposit, including, without limitation, any Additional Deposit or any funds in connection with any changes in the interest rate.

Escrow Agent shall maintain the Escrow Account under its direct supervision and control. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and as set forth in the Escrow Agreement Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

Under current Law, the sub-accounts at the Escrow Bank are insured by the Federal Deposit Insurance Corporation ("FDIC") to a maximum of $250,000 per individual Deposit. The following are SPECIAL RISKS of this offer: (i) if a Purchaser makes a Deposit in excess of $250,000 such Deposit will not be FDIC insured in excess of $250,000; and (ii) while the Deposit is in the non-interest-bearing portion of the Escrow Account, the Deposit may not be fully FDIC insured even if the Deposit does not exceed $250,000. No representation is made with respect to any further changes in Law which may increase or decrease such limit.

All Deposits delivered subsequent to the Initial Deposit, including, without limitation, the Additional Deposit, may be delivered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service. Such Deposits shall be deemed delivered by Purchaser on the date it is actually received by Sponsor or Selling Agent.

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

If a Purchaser delivers a Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within 5 business days after delivery, if the Deposit has not been deposited into escrow, and (ii) within 10 business days, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser. If the Purchase Agreement is not fully-executed and delivered to Purchaser within 30 days from the delivery to Sponsor of the partially-signed Agreement by Purchaser to Sponsor together with the Initial Deposit, the partially-signed Purchase Agreement shall be deemed rejected and cancelled and all Deposits shall be returned to Purchaser within 30 days thereafter. Upon such refund being made, neither party shall have any further rights, obligations liability to or against the other under the Purchase Agreement or under the Plan.

The checking account portion of the Escrow Account will not be interest-bearing. The sub-escrow account portion of the Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement, or (ii) Purchaser is entitled to a return of all Deposits. All interest will be credited to Sponsor only in the event there is a Consummation of the Plan (as such term is defined in the Attorney General's regulations) and Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts. As of the Filing Date of the Plan, the interest rate for the Escrow Bank is approximately 0.30%. The interest rate is subject to change by the Escrow Bank. Sponsor makes no representation of, and shall have no liability to Purchaser for changes to, the interest rate. Interest will begin to accrue within: (x) 3 business days, if the Deposit is cash or cash equivalent, or (y) 5 business days, if the Deposit is other than cash or cash equivalent, of the transfer of the Deposit from the checking

account portion of the Escrow Account into the sub-escrow account portion of the Escrow Account, as determined by whether and when the Deposit clears.

Sponsor or its agents, including any selling agents, shall deliver to Escrow Agent all Deposits within two (2) business days of delivery of any such Deposits by a Purchaser, using such transmittal forms as required by Escrow Agent from time to time. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary and statutory obligations set forth in GBL §§ 352(e)(2-b) and 352(h) and the Department of Law's regulations promulgated thereto.

Under no circumstances shall Sponsor seek the release of the Deposits of a defaulting Purchaser until after Consummation of the Plan (as such term is defined in the Attorney General's regulations). Consummation of the Plan does not relieve Sponsor of its obligations pursuant to General Business Law §352-h.

Escrow Agent shall release the Deposits if so directed:

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

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

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

If the Deposits are not released pursuant to this provision and Escrow Agent receives a request by Sponsor or Purchaser to release the Deposits, Escrow Agent shall give both parties prior written notice of not fewer than 30 days before releasing the Deposits. If Escrow Agent has not received notice of objection to the release of the Deposits at the expiration of the 30 day period, the Deposits shall be released and Escrow Agent shall provide further written notice to both parties informing them of the release of the Deposits. If Escrow Agent receives a written notice from either party objecting to the release of the Deposits within the 30 day period set forth in the notice, Escrow Agent shall continue to hold the Deposits until otherwise directed pursuant to provisions (i) through (iii) of the preceding paragraph. However, Escrow Agent shall also have the right at any time to deposit the Deposits with the clerk of a court in the county in which the Unit is located and shall give written notice to both parties of such deposit.

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

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

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

The Purchase Agreement provides that Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of all Deposits to Sponsor in the event Sponsor and Purchaser close title under the Purchase Agreement.

If Sponsor elects to change the Escrow Bank and/or Escrow Agent, such change will be disclosed in a duly filed amendment to the Plan prior to transferring any Deposits.

Escrow Agent is acting merely as a stakeholder. Upon the release of any Deposits pursuant to the Plan, Escrow Agent shall be fully released from all liability and obligation with respect to such Deposits.

Set forth in Part II of the Plan is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations. Purchaser's execution of the Purchase Agreement shall be deemed to constitute Purchaser's acceptance of the terms of the escrow

provisions set forth herein and the escrow agreement set forth in the Plan. Escrow Agent shall be a signatory to the Purchase Agreement solely with respect to Escrow Agent's obligations as set forth herein and the escrow agreement set forth in the Plan

Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of any Deposits or any other dispute between Sponsor and a Purchaser whether or not Escrow Agent is in possession of such Deposits and continues to act as Escrow Agent. Starr Associates LLP's dual role as Escrow Agent and Sponsor's attorney in no way affects the legal and contractual obligations of Escrow Agent pursuant to the Escrow Agreement, the Purchase Agreement or applicable Law with respect to the maintenance or release of Deposits.

Escrow Agent may rely upon any document which may be submitted to it in connection with its duties under this 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.

Sponsor has agreed to indemnify Escrow Agent from all claims, losses, judgments, costs, expenses and damages, including those brought by third-parties, including purchasers, incurred in connection with or arising out of the escrow agreement or the performance or non-performance of Escrow Agent's duties under the Escrow Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the Escrow Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, professional fees, including attorneys' fees, court costs and disbursements, either paid to retain attorneys or representing the value of all legal services rendered by Escrow Agent to itself and any and all attorneys' and professional fees, court costs, expenses and disbursements incurred by Escrow Agent in connection with a bankruptcy case filed by Sponsor for protection under the United States Bankruptcy Code, the enforcement of any rights, or defense of any claims against Escrow Agent in any bankruptcy proceeding, or any other matter arising in or in connection with Sponsor's bankruptcy case.

Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under the escrow agreement. Escrow Agent's fees and disbursements will neither be paid by Sponsor from the Deposits nor deducted from the Deposits by any financial institution under any circumstance.

Escrow Agent and all Authorized Signatories submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of their obligations with respect to this Rider or otherwise concerning the maintenance of or release of the Deposits from escrow.

Escrow Agent will maintain all records concerning the Escrow Account for 7 years after the release of Deposits.

2. DEFINITIONS

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

3. CONFLICTS

In the event of any inconsistency between the provisions of this Rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

4. FORCE MAJEURE

Notwithstanding anything set forth in this Rider to the contrary, the provisions of this Rider are subject in their entirety to the section of the Purchase Agreement entitled "Force Majeure," which shall apply with respect to any obligations or undertakings required by Sponsor pursuant to this Rider.

5. FULL FORCE AND EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

6. COUNTERPARTS

This Rider may be executed in any number of original, e-mail, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Rider.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ESCROW RIDER]

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

720 WEA VENTURES LLC

By: _____
Name:
Title: Authorized Signatory

ESCROW AGENT:

Executed solely in connection with the provisions set forth in this Escrow Rider.

STARR ASSOCIATES LLP

By: _____
Name:
Title:

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RIDER TO PURCHASE AGREEMENT

RE: STORAGE LOCKER

This Rider is made as of _____, between Sponsor and Purchaser.

Re: Unit No: _____ ("Unit")
720 West End Avenue Condominium
720 West End Avenue
New York, NY 10025 ("Condominium")

1. STORAGE LOCKER LICENSE

1.1 Sponsor agrees to sell and Purchaser agrees to purchase [storage locker #_____][a storage locker to be designated by Sponsor at Closing] ("Storage Locker") for a purchase price of $_____ ("Purchase Price"). At Closing, Purchaser shall enter into a Storage Locker License to use the Storage Locker, the form of which is set forth in Part II of the Plan.

1.2 The Purchase Price is payable as follows:

(a) $_____ ("Initial Deposit"), due upon Purchaser's signing and delivering this Rider;

(b) $_____ ("Additional Deposit"), due upon the earlier to occur of (i) 6 months after the date of this Rider or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective; and

(c) $_____ ("Balance of the Purchase Price"), due upon the delivery of the deed to the Unit.

1.3 The term "Deposit" refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit. Payment by Purchaser of any Deposit or the Balance of the Purchase Price due under this Rider shall be subject to the same terms and conditions set forth in subsection 4.2 of the Purchase Agreement.

2. RE-DESIGNATION OF STORAGE LOCKER

Sponsor reserves the right at or prior to Closing to designate a different Storage Locker in lieu of the Storage Locker set forth above, provided the new Storage Locker is equal to or greater in size and has the same Purchase Price.

3. CONSTRUCTION

Purchaser agrees and accepts that Purchaser will be required to consummate the purchase of the Unit and the Storage Locker simultaneously at Closing, even if the construction of the applicable Storage Locker Area or Storage Locker is not yet completed and access to the Storage Locker by Purchaser is not yet available. The issuance of a TCO or PCO for the Storage Locker Area is not a prerequisite that must occur before Sponsor may require the closing of title to the Unit and the Storage Locker. [In such event, the proceeds from the sale of the Storage Locker will be held in escrow ("Storage Locker Escrow") until such time as access to the Storage Locker Area and Storage Locker is made available to Purchaser by Sponsor. The Storage Locker Escrow will not be held in an interest-bearing escrow account, and therefore Purchaser will earn no interest on the Storage Locker Escrow.]

4. DAMAGE TO THE STORAGE LOCKER AREA

If there is a fire or other casualty to the Storage Locker Area and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Purchase Agreement shall be deemed modified to provide for the Closing of Title with respect to the Unit only. In such event, the Balance of the Purchase Price of the Unit shall be reduced by the amount of the Deposits paid pursuant to the terms of this Rider.

5. PERSONAL PROPERTY

Purchaser acknowledges and accepts that the Storage Locker License is being considered personal property for the purposes of the Purchase Agreement and accordingly, is not mortgageable or insurable for title insurance purposes. Any and all transfer taxes, additional tax, and/or supplemental taxes payable on the sale of the Storage Locker License shall be the sole obligation of Purchaser. This provision shall survive Closing.

6. ADDITIONAL COMMON CHARGES

In addition to the Purchase Price of the Storage Locker, Purchaser shall pay its pro-rata share of the projected costs incurred by the Condominium attributable to the Storage Locker Area, including without limitation labor, electricity, insurance, cleaning, maintenance, service contracts, and/or other associated costs, to the extent applicable ("Storage Locker License Fees"). The Storage Locker License Fees shall be payable in addition to the Common Charges. Purchasers are advised that Storage Locker License Fees shall be collected in the same manner as Common Charges, and any failure by Purchaser to pay their share of the Storage Locker License Fees will be treated by the Condominium Board in the same manner as failure to pay Common Charges.

7. DEFINITIONS

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

8. CONFLICTS

In the event of any inconsistency between the provisions of this Rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

9. FORCE MAJEURE

Notwithstanding anything set forth in this Rider to the contrary, the provisions of this Rider are subject in their entirety to the section of the Purchase Agreement entitled "Force Majeure," which shall apply with respect to any obligations or undertakings required by Sponsor pursuant to this Rider.

10. FULL FORCE AND EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

11. COUNTERPARTS

This Rider may be executed in any number of original, e-mail, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Rider.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO STORAGE RIDER]

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

720 WEA VENTURES LLC

By: _____
Name:
Title: Authorized Signatory

RIDER TO PURCHASE AGREEMENT

RE: PARKING SPACE

This Rider is made as of _____, between Sponsor and Purchaser.

Re: Unit No: _____ ("Unit")
720 West End Avenue Condominium
720 West End Avenue
New York, NY 10025 ("Condominium")

1. PARKING SPACE LICENSE

1.1 Sponsor agrees to sell and Purchaser agrees to purchase [parking space #_____][a parking space to be designated by Sponsor at Closing] ("Parking Space") for a purchase price of $_____ ("Purchase Price"). At Closing, Purchaser shall enter into a Parking Space License to use the Parking Space, the form of which is set forth in Part II of the Plan.

1.2 The Purchase Price is payable as follows:

(a) $_____ ("Initial Deposit"), due upon Purchaser's signing and delivering this Rider;

(b) $_____ ("Additional Deposit"), due upon the earlier to occur of (i) 6 months after the date of this Rider or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective; and

(c) $_____ ("Balance of the Purchase Price"), due upon the delivery of the deed to the Unit.

1.3 The term "Deposit" refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit. Payment by Purchaser of any Deposit or the Balance of the Purchase Price due under this Rider shall be subject to the same terms and conditions set forth in subsection 4.2 of the Purchase Agreement.

2. RE-DESIGNATION OF PARKING SPACE

Sponsor reserves the right at or prior to Closing to designate a different Parking Space in lieu of the Parking Space set forth above, provided the new Parking Space is equal to or greater in size and has the same Purchase Price.

3. CONSTRUCTION

Purchaser agrees and accepts that Purchaser will be required to consummate the purchase of the Unit and the Parking Space simultaneously at Closing, even if the construction of the Parking Space Area or the Parking Space is not yet completed and access to the Parking Space by Purchaser is not yet available. The issuance of a TCO or PCO for the Parking Space Area is not a prerequisite that must occur before Sponsor may require the closing of title to the Unit and the Parking Space. [In such event, the proceeds from the sale of the Parking Space will be held in escrow ("Parking Space Escrow") until such time as access to the Parking Space Area and Parking Space is made available to Purchaser by Sponsor. The Parking Space Escrow will not be held in an interest-bearing escrow account, and therefore Purchaser will earn no interest on the Parking Space Escrow.]

4. DAMAGE TO THE PARKING SPACE AREA

If there is a fire or other casualty to the Parking Space Area and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Purchase Agreement shall be deemed modified to provide for the Closing of Title with respect to the Unit only. In such event, the Balance of the Purchase Price of the Unit shall be reduced by the amount of the Deposits paid pursuant to the terms of this Rider.

5. ADDITIONAL COMMON CHARGES

In addition to the Purchase Price of the Parking Space, Purchaser shall pay its pro-rata share of the projected costs incurred by the Condominium attributable to operation of the Parking Space Area, including without limitation labor, electricity, insurance, cleaning, maintenance, service contracts, and/or other associated costs, to the extent applicable ("Parking Space License Fees"). The Parking Space License Fees shall be payable in addition to the Common Charges. Purchasers are advised that Parking Space License Fees shall be collected in the same manner as Common Charges, and any failure by Purchaser to pay their share of the Parking Space License Fees will be treated by the Condominium Board in the same manner as failure to pay Common Charges. As disclosed in the Plan, any costs of electricity associated with the charging station of the Parking Space shall not be included in the Parking Space License Fees but rather shall be payable by Purchaser (as licensee) in addition to the Parking Space License Fees.

6. PERSONAL PROPERTY

Purchaser acknowledges and accepts that the Parking Space License is being considered personal property for the purposes of the Purchase Agreement and accordingly, is not mortgageable or insurable for title insurance purposes. Any and all transfer taxes, additional tax, and/or supplemental taxes payable on the sale of the Parking Space License shall be the sole obligation of Purchaser. This provision shall survive Closing.

7. DEFINITIONS

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

8. CONFLICTS

In the event of any inconsistency between the provisions of this Rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

9. FULL FORCE AND EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

10. COUNTERPARTS

This Rider may be executed in any number of original, e-mail, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Rider.

[SIGNATURE PAGE TO PARKING RIDER]

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

720 WEA VENTURES LLC

By: _____
Name:
Title: Authorized Signatory

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UNIT DEED

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UNIT DEED

THIS INDENTURE, made the ____ day of _____, ____, between 720 WEA Ventures LLC, having an office at c/o InterVest Capital Partners, 425 Park Avenue, 35th Floor, New York, NY 10022 ("Grantor") and _____ having an address at _____ ("Grantee").

W I T N E S S E T H :

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit ("Unit") known as Unit No. ____ in the building ("Building") known as 720 West End Avenue Condominium ("Condominium") and by the street number 720 West End Avenue, Borough of Manhattan, County of New York, City and State of New York, said Unit being designated and described by the above Unit number in a certain declaration dated _____, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York ("Condominium Act") establishing a plan for condominium ownership of the Building and the land ("Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which declaration was recorded in the Office of the Register of The City of New York of the County of New York ("Register's Office") on _____, as CRFN# _____ ("Declaration"). The Unit is also designated as Tax Lot ___ in Block 1243 of the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York and on the Tax Lot Drawings of the Building, certified by BP Architects on _____, and filed with the Department of Finance of The City of New York on _____, as Condominium Plan No. _____and also filed in the Register's Office on _____, as Condominium Map No. _____;

TOGETHER with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration);

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of the Condominium ("By Laws"), as the same may be amended from time to time, all of which 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 and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are collectively referred to as the "Property").

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

Grantor represents that the Grantor is the same party as the Grantee of the Property under deed dated December 22, 2021 and recorded in the Register's Office on January 10, 2022 as CRFN 2022000012613.

Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws).

Grantor, in compliance with §13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

All capitalized terms used herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or the By-Laws of the Condominium.

* * * * *

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

720 WEA VENTURES LLC

By: _____
Name:
Title: Authorized Signatory

GRANTEE:

_____
(signature)

_____
(signature)

(ACKNOWLEDGEMENTS)

STATE OF NEW YORK)
) ss.:
COUNTY OF New York)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

_____
Notary

STATE OF NEW YORK)
) ss.:
COUNTY OF New York)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

_____
Notary

STATE OF NEW YORK)
) ss.:
COUNTY OF New York)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

_____
Notary

EXHIBIT A

TO UNIT DEED

DESCRIPTION OF THE LAND

720 WEST END AVENUE CONDOMINIUM
720 West End Avenue
New York, NY 10025
Block: 1243

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 95th Street with the easterly side of West End Avenue;

RUNNING THENCE Northerly along the easterly side of West End Avenue, 125 feet 8-1/2 inches;

THENCE Easterly parallel with the northerly side of West 95th Street, 97 feet 0 inches;

THENCE Southerly parallel with the easterly side of West End Avenue, 25 feet 0 inches to the center line of the block;

THENCE Easterly along the said center line of the block, 78 feet 0 inches.

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USE AND OCCUPANCY AGREEMENT

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USE AND OCCUPANCY AGREEMENT

This use and occupancy agreement ("Use and Occupancy Agreement") for Unit _____ ("Unit") at 720 West End Avenue Condominium, located at 720 West End Avenue, New York, NY 10025 ("Premises") is made as of _____, 20___ between 720 WEA Ventures LLC ("Sponsor") and _____ ("Purchaser") (together, the "Parties").

B A C K G R O U N D

A. Sponsor is the sponsor of an offering pursuant to an offering plan ("Plan") to convert the Premises to condominium ownership.

B. The Parties executed a Purchase Agreement for the Unit dated _____, 20___ as may be amended from time to time ("Purchase Agreement").

C. The Parties executed a Rider to the Purchase Agreement ("Rider") pursuant to which Purchaser was granted the right to enter into a Use and Occupancy Agreement and thereby use and occupy the Unit pre-closing.

NOW THEREFORE, it is agreed by the Parties as follows:

1. All capitalized terms used in this Use and Occupancy Agreement shall have the same meanings ascribed to them in the Plan, Purchase Agreement and Rider, as amended.

2. The term ("Term") of the Use and Occupancy Agreement shall commence on _____, 20___ ("Occupancy Date") and shall end on the date occurring on the earlier of: (a) the Closing of Title to the Unit pursuant to the terms of the Purchase Agreement, and (b)_____, 20___, unless the date is extended in accordance with the terms of this Use and Occupancy Agreement or (c) the date that either Sponsor or Purchaser cancels the Purchase Agreement in accordance with the terms thereof.

3. Purchaser shall pay to Sponsor without deduction or offset, use and occupancy payments (each a "Payment") in the amount of $_____ per month to be paid on the first day of each month of the Term. If this Use and Occupancy Agreement terminates as a result of the Closing of Title to the Unit, any Payment received by Sponsor for the month in which the Closing of Title takes place shall be adjusted between Sponsor and Purchaser at Closing.

4. Purchaser warrants that the Unit has been inspected and examined and Purchaser shall accept title to the Unit at Closing in the same "as is" condition as existed on the Closing Date, except for items set forth on the Inspection Statement executed by Purchaser prior to the Occupancy Date, if any. For avoidance of doubt, and without limiting the generality of the foregoing statement, it is understood and agreed that Sponsor shall not have any obligations under the Limited Warranty set forth in the section of the Plan "Rights and Obligations of Sponsor" with respect to the condition of the Unit.

5. During the Term, Purchaser shall keep the Unit clean and in good condition and no person other than Purchaser and Purchaser's family may occupy the Unit (subject in all events to the Declaration of Condominium, the By-Laws and the Rules and Regulations of the Condominium) and the Unit may not be sublet, and/or occupied by any other person without the express prior written consent of Sponsor. Purchaser shall not harbor any pets in the Unit without Sponsor's prior written consent. Purchaser shall not perform any alterations, modifications, renovations and/or repairs to or in the Unit without Sponsor's prior written consent. Purchaser acknowledges that while the Unit may be legally occupied, certain services and facilities in the Building may be

subject to shut-off or otherwise unavailable as a result of ongoing construction. Purchaser agrees that the interruption or failure of any such services or facilities shall not be an objection or defense by Purchaser to any of the conditions or obligations set forth in this Use and Occupancy Agreement or under the Purchase Agreement, nor shall Purchaser be entitled to any reduction in the Payments required in paragraph 3 hereunder or in the Purchase Price.

6. It is specifically understood and agreed that Sponsor and the Condominium Board shall be free from any and all liability for any damage or injury to persons or property or arising from any cause or happening whatsoever in, on, or to the Unit from and after the Occupancy Date, except if caused by the willful, affirmative acts on the part of Sponsor, the Condominium Board or their respective agent(s). Commencing on the Occupancy Date and throughout the Term, Purchaser shall obtain and maintain (a) personal general liability insurance against any and all claims for bodily injury death or property damage (including, but not limited to, loss due to water damage) occurring in, upon or from the Unit thereto or any part thereof, with limits not less than $_____ for bodily injury or death arising out of any one occurrence and $_____ for damage to property plus at least $_____ umbrella liability coverage and (b) tenant's "all-risk" property insurance (under a HO-6 form) in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements and betterments), for which Sponsor will be named as a loss payee, in an amount no less than $_____, and personal property in an amount that Purchaser represents is sufficient to cover replacement cost. Such insurance shall name Sponsor and the Condominium Board as additional insured parties and may not be cancelled without prior written notification to Sponsor. Purchaser shall indemnify, defend and hold Sponsor and the Condominium Board harmless from and against any and all costs, expenses, liabilities and/or obligations (including, without limitation, reasonable attorneys' fees and disbursements) arising from any cause or happening whatsoever in, on, or to the Unit from and after the Occupancy Date, except if caused by the willful, affirmative acts on the part of Sponsor, the Condominium Board or their respective agent(s).

7. It is specifically understood and agreed that nothing contained herein shall serve to waive or modify the rights of Sponsor or Purchaser under the Purchase Agreement in the event the parties fail to close title in accordance with the terms of the Purchase Agreement.

8. The parties acknowledge that this Use and Occupancy Agreement is not a lease and that a landlord/tenant relationship is not established by virtue of this Use and Occupancy Agreement or Purchaser's occupancy of the Unit, which is provided solely as an accommodation to Purchaser.

9. In the event Purchaser files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it subsequent to the execution of this Use and Occupancy Agreement, Purchaser acknowledges, warrants and represents, to the maximum extent permitted by law, that, as of the date of this Use and Occupancy Agreement: (i) Purchaser is presently occupying the Unit with no rights of possession, whether legal or equitable, in the Unit, except as otherwise provided in this Use and Occupancy Agreement; (ii) the automatic stay, pursuant to 11 U.S.C. §362(a), does not bar or prevent Sponsor from recovering possession of the Unit, and (iv) a trustee-in-bankruptcy may not assume or reject Purchaser's right to occupy the Unit, pursuant to 11 U.S.C. §365.

10. In the event that (i) Purchaser defaults under the terms of this Use and Occupancy Agreement which default is not cured within 10 days of notice (other than Purchaser's failure to make a Payment within ten (10) days of the first day of the month in which such Payment is due, in which event Sponsor shall not be required to send notice of default and the event of default shall be deemed to have occurred on the 11th day after the date on which such Payment is due) or (ii)

the Term expires, Purchaser shall vacate and deliver possession of the Unit to Sponsor in broom-clean condition within 10 days of written notice from Sponsor or its attorney ("Vacate Date").

11. Purchaser acknowledges that it would be difficult, if not impossible, to actually assess the damage that would be suffered by Sponsor as a result of Purchaser's failure to faithfully perform its obligation to vacate and surrender the Unit on or before the Vacate Date. Therefore, it is expressly agreed that if Purchaser fails to vacate and surrender exclusive possession of the Unit on or before the Vacate Date and/or seek an extension of time to remain in the Unit beyond the Vacate Date and/or fails to deliver the keys to the Unit on or before the Vacate Date, Purchaser, in addition to having liability for the damages available hereunder or available to Sponsor at law or equity, shall be liable to Sponsor for liquidated damages in a sum equal to $_____ ("Liquidated Damage Payments," each a "Liquidated Damages Payment") for each day between the Vacate Date and the date on which Purchaser vacates and surrenders exclusive possession of the Unit or Sponsor obtains vacant, legal and physical possession of the Unit. The obligation to make Liquidated Damage Payments begins on the first day following the Vacate Date. The Parties agree that the requirement that Purchaser make Liquidated Damage Payments and that Sponsor recover the attorneys' fees and costs in enforcing the terms of this Use and Occupancy Agreement is fair and reasonable under the circumstances and does not constitute a penalty. This paragraph shall not constitute a modification or waiver of Purchaser's obligation to vacate the Unit on or before the Vacate Date in accordance with the terms of the Use and Occupancy Agreement.

12. At Sponsor's option, Liquidated Damage Payments may be deducted from the Security Deposit (defined below). The Liquidated Damage Payments shall be in addition to the Payment required to be paid by Purchaser in paragraph 3 and is in addition to all other charges Purchaser is required to pay pursuant to this Use and Occupancy Agreement and all of Sponsor's remedies under the Purchase Agreement.

13. Purchaser agrees: (i) that Sponsor, without notice, may commence a summary holdover proceeding for the purpose of enforcing this Use and Occupancy Agreement; (ii) that Purchaser will consent in the holdover proceeding to the personal and subject matter jurisdiction of the court and waive any and all substantive and procedural defenses to the proceeding; and (iii) that Sponsor may file a Stipulation of Settlement ("Stipulation") (a copy of which is annexed hereto) by which Purchaser, among other things, consents to a final judgment of possession and the execution of a warrant of eviction without further notice. Simultaneously with the execution of this Use and Occupancy Agreement, Purchaser shall execute and deliver to Sponsor the Stipulation, the terms of which are incorporated herein.

14. Purchaser shall be liable for any and all actual and incidental costs incurred by Sponsor in recovering possession of the Unit, including, but not limited to, storage and/or disposal fees for Purchaser's belongings, personal property and attorneys' fees and court costs. At Sponsor's option, all actual and incidental costs may be deducted from the Security Deposit, and Purchaser shall be liable for the balance of the costs that exceed the Security Deposit.

15. As security for the performance of Purchaser's obligations hereunder, including, without limitation, making all Payments, Liquidated Damage Payments, attorneys' fees, and reimbursing Sponsor for any and all expenses attendant to performing repairs to the Unit necessitated by Purchaser's occupancy and other incidental costs and expenses, Sponsor hereby acknowledges receipt of $_____ ("Security Deposit"). The Security Deposit shall be returned to Purchaser (less deductions as set forth in this paragraph) either upon Closing or, if the Purchase Agreement has been terminated, within 15 days after the Unit is surrendered to Sponsor as required by this Use and Occupancy Agreement.

16. Any default by Purchaser under this Use and Occupancy Agreement that continues beyond the applicable grace period shall constitute an Event of Default by Purchaser under the Purchase Agreement entitling Sponsor to exercise any and all remedies provided for in the Purchase Agreement, provided however, that any default by Purchaser under the Purchase Agreement that continues beyond the applicable grace period shall constitute a default by Purchaser under this Use and Occupancy Agreement entitling Sponsor, in its sole option, to terminate this Use and Occupancy Agreement in accordance with its terms and with Law. Sponsor shall make written demand to Purchaser for payment of any monies due under the Use and Occupancy Agreement at least 30 days before forfeiture of a Purchaser's Deposit under a Purchase Agreement may be declared.

17. Simultaneously with the execution of this Use and Occupancy Agreement, Purchaser shall execute and deliver to Sponsor the stipulation of settlement in the form annexed hereto ("Stipulation"), the terms of which are incorporated herein.

18. Purchaser expressly acknowledges Purchaser's obligation to and shall comply with the Condominium Declaration, By-Laws and Rules and Regulations.

19. If any Payment due under this Use and Occupancy Agreement is received after the 10th of the month, Purchaser shall pay to Sponsor a late fee in the sum of $_____. If any check delivered by Purchaser to Sponsor is returned for insufficient funds or is uncollectible for any reason, Purchaser shall pay to Sponsor a returned check fee in the amount of $_____. In addition, Sponsor has the right to treat a check from Purchaser that has been returned for insufficient funds as a default under the Purchase Agreement, for which Sponsor may exercise all remedies available under the Purchase Agreement and Law.

20. The Rules and Regulations and the form of Purchase Agreement set forth in Part II of the Plan provide the smoking policy for the Property ("Smoking Policy") in accordance with §17-506.1 of the Administrative Code of the City of New York: Persons may smoke within a Unit and on a Terrace or balcony exclusive to a Unit, provided however that such smoking does not trigger complaints of smoke odors permeating into other Units or Prohibited Smoking Locations in the building ((i) in any common area, indoor or outdoor, of the building, including without limitation all entrances, elevators, hallways, basement, stairwells, fire stairs, amenity areas, and driveways, and (ii) within a radius of thirty (30) feet outside all entrance doors of the building, collectively "Prohibited Smoking Locations"). Purchasers are advised to refer to the Rules and Regulations to read the Smoking Policy in its entirety. Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including without limitation the imposition of fines or penalties against the Unit Owner. Purchasers are advised that the By-Laws empower the Condominium Board to amend the Rules and Regulations, including without limitation to modify or replace the Smoking Policy, and Sponsor makes no representations or guarantees as to whether the Condominium Board will choose to do so at any time.

21. Purchaser acknowledges and accepts that the Plan discloses obligations of Unit Owners to obtain and maintain certain Mechanical Equipment Service Agreements and Fireplace Service Agreements (as such terms are defined in the section of the Plan entitled "Special Risks"). Notwithstanding anything in the Plan to the contrary, Purchaser agrees that, to the extent Purchaser would be obligated under the Plan to procure one or more Mechanical Equipment Service Agreements and/or Fireplace Service Agreements as of the date of Closing, same shall be procured and in effect as of the Occupancy Date instead and shall be maintained by Purchaser, at Purchaser's sole cost and expense, for the duration of Purchaser's occupancy in the Unit prior to Closing. Nothing herein shall be construed to relieve Purchaser of any obligations under the Condominium Documents post-Closing with respect to the Mechanical Equipment Service Agreements and/or Fireplace Service Agreements (as applicable),

including without limitation to provide proof at Closing that same remains in effect as of the Closing Date.

22. This Use and Occupancy Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

23. In the event of any inconsistency between the provisions of this Use and Occupancy Agreement and those contained in the Plan, the provisions of this Use and Occupancy Agreement shall govern and be binding.

24. Any notices or documents required to be given pursuant to this Use and Occupancy Agreement must be delivered if to Sponsor to c/o InterVest Capital Partners, 425 Park Avenue, 35th Floor, New York, NY 10022, with a copy to Starr Associates LLP, 220 East 42nd Street, Suite 3302, New York, New York 10017, Attention: Andrea L. Roschelle, Esq.; and if to Purchaser to Attorney for Purchaser. All deliveries must be made by nationally-recognized overnight courier for next business day delivery and shall be deemed given upon deposit with the courier service.

25. This Use and Occupancy Agreement shall be subordinate to any loan entered into heretofore between Sponsor and any lender to finance the construction of the Building.

26. This Use and Occupancy Agreement may only be modified by an agreement in writing signed by the parties hereto. No oral understanding or agreement shall be effective to modify, change or alter the terms or conditions of this Use and Occupancy Agreement.

27. Neither party nor their respective attorney shall be deemed to be the sole drafter hereof, and the parties hereto waive the benefit of any rule of construction relating to the interpretation of a document against the drafter.

28. This Use and Occupancy Agreement may be executed in any number of original, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Use and Occupancy Agreement.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO USE AND OCCUPANCY AGREEMENT]

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

720 WEA VENTURES LLC

By: _____
Name:
Title: Authorized Signatory

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

720 WEA Ventures LLC

Petitioner-Owner,

- against -

Premises: 720 West End Avenue Condominium
720 West End Avenue
New York, NY 10025

Respondent-Occupant.

Index No.
L&T -

STIPULATION OF SETTLEMENT
HOLDOVER

WHEREAS, Petitioner and Respondent entered into a certain Purchase Agreement ("Purchase Agreement"), dated as of _____, 20___, pursuant to which Petitioner agreed to convey and Respondent agreed to purchase Unit ____ located in a building known as 720 West End Avenue Condominium, 720 West End Avenue, New York, NY 10025 ("Premises"); and

WHEREAS, Respondent has been occupying the Premises pursuant to a use and occupancy agreement ("Use and Occupancy Agreement"); and

WHEREAS the term Respondent was permitted to occupy the Premises under the Use and Occupancy Agreement ("Term") has expired, but Respondent continues to use, occupy and possess the Premises past the Term without the permission of Petitioner; and

WHEREAS, Respondent has agreed to vacate the Premises;

NOW, THEREFORE, in for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants contained herein, the parties hereto wish to settle all claims and resolve all disputes and differences among them and do hereby stipulate and agree as follows:

1. Respondent acknowledges having received and was duly served with the Notice of Petition and Petition Holdover by which Petitioner seeks a final judgment of possession for the Premises and a warrant of eviction ("Warrant") removing Respondent from the Premises.

2. Respondent accepts service, waives traverse and all objections to personal and subject matter jurisdiction, if any. Respondent admits as true each and every allegation set forth in the petition, waives trial by jury, and waives all defenses, affirmative defenses and counterclaims of any kind or nature and the service of any notice before the Warrant may be executed.

3. Respondent expressly: (i) waives any and all objections of any kind or nature to the service, substance or sufficiency of notices, if any, served prior to the commencement of this proceeding, (ii) acknowledges that the term granted to Respondent under the Use and Occupancy Agreement has expired; (iii) acknowledges that it has no further right, title or interest in or to the Premises and that (iv) Respondent remains in possession of the Premises past the Term without permission as a "holdover" occupant.

4. Respondent consents to the entry of a final judgment of possession for the Premises and to the immediate issuance and execution of the Warrant and agrees to be evicted from the Premises. Any personal property remaining in the Premises after eviction shall be deemed abandoned.

5. The terms of the Use and Occupancy Agreement shall govern the obligations of the parties, except as modified by the terms of this Stipulation and Order.

6. Respondent hereby waives, abandons, relinquishes and surrenders any rights it may have to (i) an extension of time to cure any breach of condition set forth in this Stipulation and Order (ii) any stay, order or injunction preventing the execution of the Warrant (iii) judicial intervention of any kind or nature to extend, modify or toll the time periods set forth herein or collaterally attack the enforceability of any of the terms or provisions hereunder (iv) appeal from any order of the Court resulting from this Stipulation and Order.

7. If Petitioner shall employ counsel to enforce any of Respondent's obligations under this Stipulation and Order or to defend any litigation commenced by Respondent in connection with this Stipulation and Order, including, without limitation, an application seeking (i) an extension of time to cure any breach of condition as set forth in this Stipulation and Order (ii) any stay, order or injunction preventing the execution of the Warrant, (iii) judicial intervention of any kind or nature to extend, modify, toll the time periods set forth herein or collaterally attack the enforceability of any of the terms or provisions hereunder; or (iv) to appeal from any order of the Court resulting from this Stipulation and Order, notwithstanding the prohibition in this Stipulation and Order of Respondent seeking such relief, and if Petitioner shall be compelled to enforce Petitioner's rights hereunder, Respondent shall pay all of the Petitioner's costs and expenses in connection therewith, including, without limitation, attorneys' fees and disbursements.

8. Respondent warrants and represents that, in executing this Stipulation and Order, Respondent has relied on legal advice from an attorney of Respondent's choosing, is entering into this Stipulation and Order voluntarily and without duress and that the terms of this Stipulation and Order have been read and its consequences (including risks, complications, and costs) have been fully explained to Respondent by its attorney. Respondent further represents that it has not relied on any promise or representation made outside this Stipulation and Order.

9. The parties hereto expressly agree that the Court shall retain jurisdiction over the enforcement of the provisions of this Stipulation and Order.

10. The parties hereto shall cooperate fully so as to facilitate the compliance with all of the obligations set forth in this Stipulation and Order. All documents required to be executed by Respondent shall be delivered to the Petitioner so requesting within three (3) business days, delivery to be made by hand or overnight courier.

11. In the event of a conflict between the terms of the Use and Occupancy Agreement and those of this Stipulation and Order, the terms of this Stipulation and Order shall prevail.

12. This Stipulation and Order constitutes the entire agreement between Petitioner and Respondent with respect to the subject matter hereof and no oral representations exist between the parties with respect thereto. This Stipulation and Order shall constitute an Order of the Court, subjecting a party who violates its provisions to all rights and remedies available for the violation of a Court order.

13. This Stipulation and Order is the product of substantial negotiations between the parties and, as such, no negative inferences shall be drawn against either party as the drafter hereof.

14. This Stipulation and Order shall be filed with the Court and shall become an Order of the Court upon signature of any judge sitting in the civil court without further notice to either party.

Dated: New York
_____, 20___

By: _____

STARR ASSOCIATES LLP
Attorneys for Petitioner
220 East 42nd Street, Suite 3302
New York, New York 10017
(212) 620-2681

By: _____
RESPONDENT

By: _____
RESPONDENT

SO ORDERED:

_____
JUSTICE OF THE CIVIL COURT

ANCILLARY AMENITY LICENSES

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STORAGE LOCKER LICENSE

AGREEMENT made this _____ day of _____ ("Storage Locker License") by and between 720 WEA Ventures LLC, having an office at c/o InterVest Capital Partners, 425 Park Avenue, 35th Floor, New York, NY 10022 ("Sponsor"), and the Condominium Board of 720 West End Avenue Condominium on behalf of all Unit Owners, having an address at 720 West End Avenue, New York, NY 10025 ("Condominium Board") (Sponsor and the Condominium Board are sometimes collectively referred to as "Licensor") and _____ having an address at 720 West End Avenue, Unit _____, New York, NY 10025 ("Licensee");

W I T N E S S E T H :

WHEREAS, 720 West End Avenue Condominium ("Condominium") is governed by a certain Declaration of Condominium recorded in the Office of the Register of the City of New York, County of New York as the same has been or may be amended from time to time ("Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time ("By-Laws") and the Rules and Regulations of the Condominium, as the same has been or may be amended from time to time ("Rules and Regulations") ("Declaration," the "By-Laws" and the "Rules and Regulations" are collectively referred to as the "Condominium Documents"); and

WHEREAS, the Condominium is located at 720 West End Avenue, New York, NY 10025 ("Building"); and

WHEREAS, storage lockers are located in a portion of the Building ("Storage Locker Area"); and

WHEREAS, Licensee owns or simultaneously herewith is acquiring Unit No. _____ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of that certain storage locker designated as Storage Locker #____ ("Storage Locker") for so long as Licensee owns a Unit in the Condominium; and

WHEREAS, the Condominium Board granted Sponsor the exclusive right to sell, without charge, the Storage Locker pursuant to a storage locker license and the Condominium will not be entitled to any of the proceeds from such sale; and

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 storage locker license for the exclusive use of the Storage Locker ("Storage Locker License") and Licensee hereby accepts the Storage Locker License from Licensor for a term commencing on the date hereof.

2. The Condominium Board has the right to impose and/or regulate license fees and Special Assessments in connection with the Storage Locker. Any fee and/or Special Assessment due hereunder or imposed by the Condominium Board in the future shall constitute "additional Common Charges" under the terms of the Condominium Documents. Licensee's failure to pay the fee and/or Special Assessment due hereunder or imposed by the Condominium Board in the future shall constitute a material default under the terms of the Condominium Documents.

3. The Storage Locker may be used only for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item be stored therein. Licensee acknowledges that the Storage Locker may not be used for (a) storing any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt, or other sanitary problems or create a nuisance, or (b) sleeping or other occupancy uses (each, a "Prohibited Use") and that the use of the Storage Locker for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of the Storage Locker shall be borne by Licensee.

4. A Storage Locker may not be licensed independently of a Unit. This Storage Locker License shall automatically terminate at such time as Licensee no longer owns a Unit, unless this Storage Locker License is assigned to and assumed by another Unit Owner in accordance with the terms of this Storage Locker License and the Condominium Documents. Licensee may also voluntarily surrender the Storage Locker License to the Condominium Board.

5. This Storage Locker License may be assigned by Licensee at any time provided that (i) the assignee is a Unit Owner at the Condominium, (ii) the assignee assumes the obligations hereunder in the form annexed hereto, (iii) the assignee delivers notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time, and (iv) the assignee and the Licensee do not owe any outstanding monies to the Condominium.

6. Licensee shall not store any property in the Storage Locker Area outside of the Storage Locker.

7. Licensee represents that Licensee has made a thorough inspection of the Storage Locker and the Storage Locker Area and agrees to take same in its "as is" condition as of the date of this Storage Locker License.

8. Licensee represents that Licensee shall, throughout the term of this Storage Locker License, maintain the Storage Locker with a proper manner of care. All obligations with respect to maintenance and repair in or to the Storage Locker shall be governed by the terms of the Condominium Documents.

9. Neither Licensor nor Licensor's agents or employees shall be liable for any theft or damage to any property stored in the Storage Locker and/or the Storage Locker Area. In the event of a power outage, any resulting loss or damage in or to the Storage Locker or the contents therein will be at the sole cost of the Licensee. Licensor, Licensor's agents or employees, and Sponsor shall not be liable for any loss or damage caused by power outages, temperature fluctuations or other causes in the Storage Locker Area.

10. The terms of this Storage Locker License 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 Storage Locker License and the Condominium Documents shall be resolved in favor of the Condominium Documents.

11. If Licensee defaults in Licensee's obligations under this Storage Locker License or under the Condominium Documents, the Condominium Board may, in its sole discretion, elect by notice to Licensee to (i) deny access to and use of the Storage Locker until Licensee cures such default and/or (ii) terminate this Storage Locker License, in addition to the other rights and remedies that the Condominium Board has under the Condominium Documents. If the Condominium Board so elects, Licensee shall have a thirty (30) day period from the giving of written notice of cancellation to cure the specified default. If the default is not cured within such thirty (30) day period, TIME BEING OF THE ESSENCE, then this Storage Locker License shall be deemed terminated. Upon the termination of this Storage Locker License, the Condominium Board will be released and discharged of all further liability and obligations under this Storage Locker

License, and the Storage Locker may be licensed to another as though this Storage Locker License had never been made, and without any obligation to account to Licensee for any of the proceeds.

12. The Condominium Board and/or its agents shall have the right, but not the obligation, to open the Storage Locker in an emergency at any time, and, at other reasonable times upon prior notice to Licensee, to inspect and examine the Storage Locker and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

13. This Storage Locker License shall constitute a license only and shall not be construed under any circumstances to be a sale of the Storage Locker or conveyance of title thereto. Licensee acknowledges and agrees that this Storage Locker License is being considered personal property and accordingly, is not mortgageable, insurable for title purposes, or otherwise subject to the imposition of transfer taxes. In the event that transfer taxes are imposed on the sale or transfer of this Storage Locker License, payment of such taxes shall be the obligation of Licensee. In no event shall a landlord/tenant relationship exist between Licensor and Licensee with respect to this Storage Locker License.

14. Licensee shall indemnify and hold Licensor and their respective officers, directors, shareholders, unit owners, members, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including legal fees and expenses, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family members, servants, employees, agents, guests and invitees in connection with this Storage Locker License.

15. Licensee shall be obligated at its sole cost and expense to obtain and maintain insurance in amounts sufficient to cover the property located in the Storage Locker, as determined by the Condominium Board. Sponsor and the Condominium shall be named as additional insured parties on such insurance policies.

16. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending the rights of Licensor under this Storage Locker License or, in the event Licensee defaults under this Storage Locker License beyond any applicable cure period, enforcing Licensee's obligations hereunder.

17. Neither this Storage Locker License 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.

18. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Storage Locker License, which alone fully and completely express their agreement and that this Storage Locker License supersedes any and all such understandings and agreements with respect to the subject matter hereof.

19. If any provision of this Storage Locker License is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Storage Locker License and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Storage Locker License, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

20. 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 Storage Locker License 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.

21. Any failure by Licensor to insist upon strict performance by Licensee of any of the provisions of this Storage Locker License 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 Storage Locker License to be performed by Licensee.

22. Licensee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

23. The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the use of, insurance coverage for, and access to the Storage Locker and Storage Locker Area.

24. Located underneath the sidewalk on the west side of the Building along West End Avenue are certain vault spaces belonging to the City of New York ("Vault Spaces"), which (i) contain certain storage lockers, amenity areas, and mechanical equipment servicing the Building and (ii) may be repossessed by the City of New York at any time. Licensee acknowledges that Licensee either (a) has familiarized themself with the location of the Storage Locker in order to determine whether the Storage Locker is located within the Vault Spaces or in the property owned by the Condominium, or (b) knowingly and irrevocably waives all opportunities and rights to do so by signing this License Agreement. Licensee acknowledges and accepts that, in the event the City of New York reclaims one or more of the Vault Spaces at any time: (x) to the extent that the Storage Locker is located in the Vault Spaces that are reclaimed by the City of New York, then this Storage Locker License Agreement shall be immediately and irrevocably terminated and (y) to the extent that any mechanical equipment is located within the Vault Spaces that are reclaimed by the City of New York, then the Condominium Board shall have the unconditional right, in its sole discretion, for the sole purpose of relocating the mechanical equipment formerly located in the reclaimed Vault Mechanical Areas, to terminate this Storage Locker (regardless whether the Storage Locker is located in the Vault Space or in the property owned by the Condominium). Licensee further acknowledges and accepts that, in the event that either or both of the foregoing events "(x)" and/or "(y)" take place, Licensee shall no longer have any further interests in, rights to, or access to the Storage Locker and neither the Condominium Board nor Sponsor shall have any obligation to reimburse or otherwise account to Licensee for any losses incurred thereby (regardless whether by way of an offset in Common Charges or any other form of recompense).

25. Upon the surrender or termination (for any reason whatsoever) of this Storage Locker License, the Condominium Board shall have the right in its sole discretion to issue a new Storage Locker License for the Storage Locker to another Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate Licensee therefor. The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the procedures for assigning, transferring, surrendering, terminating, and/or otherwise conveying the Storage Lockers.

IN WITNESS WHEREOF, the undersigned have executed this Storage Locker License as of the day and year first above written.

AGREED TO AND ACKNOWLEDGED BY:

LICENSOR:

720 WEA VENTURES LLC

By: _____
Name:
Title: Authorized Signatory

720 WEST END AVENUE CONDOMINIUM
By: _____
Name: _____
Title: _____

LICENSEE:

_____
(signature)

_____
(signature)

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PARKING SPACE LICENSE

AGREEMENT made this _____ day of _____ ("Parking Space License") by and between 720 WEA Ventures LLC, having an office at c/o InterVest Capital Partners, 425 Park Avenue, 35th Floor, New York, NY 10022 ("Sponsor"), and the Condominium Board of 720 West End Avenue Condominium on behalf of all Unit Owners, having an address at 720 West End Avenue, New York, NY 10025 ("Condominium Board") (Sponsor and the Condominium Board are sometimes collectively referred to as "Licensor") and _____ having an address at 720 West End Avenue, Unit _____, New York, NY 10025 ("Licensee");

W I T N E S S E T H :

WHEREAS, 720 West End Avenue Condominium ("Condominium") is governed by a certain Declaration of Condominium recorded in the Office of the Register of the City of New York, County of New York as the same has been or may be amended from time to time ("Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time ("By-Laws") and the Rules and Regulations of the Condominium, as the same has been or may be amended from time to time ("Rules and Regulations") ("Declaration," the "By-Laws" and the "Rules and Regulations" are collectively referred to as the "Condominium Documents"); and

WHEREAS, the Condominium is located at 720 West End Avenue, New York, NY 10025 ("Building"); and

WHEREAS, parking spaces are located in a portion of the Building ("Parking Space Area"); and

WHEREAS, Licensee owns or simultaneously herewith is acquiring Unit No. _____ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of that certain parking space designated as Parking Space #____ ("Parking Space") for so long as Licensee owns a Unit in the Condominium; and

WHEREAS, the Condominium Board granted Sponsor the exclusive right to sell, without charge, the Parking Space pursuant to a parking space license and the Condominium will not be entitled to any of the proceeds from such sale; and

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 parking space license for the exclusive use of the Parking Space ("Parking Space License") and Licensee hereby accepts the Parking Space License from Licensor for a term commencing on the date hereof.

2. Licensee shall pay its pro-rata share of the projected costs incurred by the Condominium attributable to operation of the Parking Space Area, including without limitation labor, electricity, insurance, cleaning, maintenance, service contracts, and/or other associated costs, to the extent applicable ("Parking Space License Fees"). The Parking Space License Fees shall be payable in addition to the Common Charges.

Licensees are advised that Parking Space License Fees shall be collected in the same manner as Common Charges, and any failure by Licensee to pay their share of the Parking Space License Fees will be treated by the Condominium Board in the same manner as failure to pay Common Charges. Notwithstanding the foregoing, any costs of electricity associated with the charging station of the Parking Space shall not be included in the Parking Space License Fees but rather shall be payable by Licensee in addition to the Parking Space License Fees.

3. A Parking Space may be used only for the parking of passenger automobiles and motorcycles. Licensee acknowledges that the Parking Space may not be used for any other purpose, including without limitation for (a) storing any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt, or other sanitary problems or create a nuisance, or (b) sleeping or other occupancy uses (each, a "Prohibited Use") and that the use of the Parking Space for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of the Parking Space shall be borne by Licensee. No representation is made as to the type or size of vehicles that can be accommodated in any particular Parking Space.

4. Licensee shall not store any property in the Parking Space Area outside of the Parking Space.

5. A Parking Space may not be licensed independently of a Unit. This Parking Space License shall automatically terminate at such time as Licensee no longer owns a Unit, unless this Parking Space License is assigned to and assumed by another Unit Owner in accordance with the terms of this Parking Space License and the Condominium Documents. Licensee may also voluntarily surrender the Parking Space License to the Condominium Board.

6. This Parking Space License may be assigned by Licensee at any time provided that (i) the assignee is a Unit Owner at the Condominium, (ii) the assignee assumes the obligations hereunder in the form annexed hereto, (iii) the assignee delivers notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time, and (iv) the assignee and the Licensee do not owe any outstanding monies to the Condominium.

7. Licensee represents that Licensee has made a thorough inspection of the Parking Space Area and the Parking Space and agrees to take same in its "as is" condition as of the date of this Parking Space License.

8. Licensee represents that Licensee shall, throughout the term of this Parking Space License, maintain the Parking Space with a proper manner of care. All obligations with respect to maintenance and repair in or to the Parking Space shall be governed by the terms of the Condominium Documents.

9. Neither Licensor nor Licensor's agents or employees shall be liable for any theft or damage to any property stored in the Parking Space, in any vehicles in the Parking Space, and/or in Parking Space Area.

10. The terms of this Parking Space License 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 Parking Space License and the Condominium Documents shall be resolved in favor of the Condominium Documents.

11. If Licensee defaults in Licensee's obligations under this Parking Space License or under the Condominium Documents, the Condominium Board may, in its sole discretion, elect by notice to Licensee to (i) deny access to and use of the Parking Space until Licensee cures such default and/or (ii) terminate this Parking Space License, in addition to the other rights and remedies that the Condominium Board has under

the Condominium Documents. If the Condominium Board so elects, Licensee shall have a thirty (30) day period from the giving of written notice of cancellation to cure the specified default. If the default is not cured within such thirty (30) day period, TIME BEING OF THE ESSENCE, then this Parking Space License shall be deemed terminated. Upon the termination of this Parking Space License, the Condominium Board will be released and discharged of all further liability and obligations under this Parking Space License, and the Parking Space may be licensed to another as though this Parking Space License had never been made, and without any obligation to account to Licensee for any of the proceeds.

12. This Parking Space License shall constitute a license only and shall not be construed under any circumstances to be a sale of the Parking Space or conveyance of title thereto. Licensee acknowledges and agrees that this Parking Space License is being considered personal property and accordingly, is not mortgageable, insurable for title purposes, or otherwise subject to the imposition of transfer taxes. In the event that transfer taxes are imposed on the sale or transfer of this Parking Space License, payment of such taxes shall be the obligation of Licensee. In no event shall a landlord/tenant relationship exist between Licensor and Licensee with respect to this Parking Space License.

13. Licensee shall indemnify and hold Licensor and their respective officers, directors, shareholders, unit owners, members, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including legal fees and expenses, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family members, servants, employees, agents, guests and invitees in connection with this Parking Space License.

14. Licensee shall be obligated at its sole cost and expense to obtain and maintain insurance in amounts sufficient to cover Licensee's vehicle and all property contained therein, as determined by the Condominium Board. Sponsor and the Condominium shall be named as additional insured parties on such insurance policies.

15. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending the rights of Licensor under this Parking Space License or, in the event Licensee defaults under this Parking Space License beyond any applicable cure period, enforcing Licensee's obligations hereunder.

16. Neither this Parking Space License 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.

17. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Parking Space License, which alone fully and completely express their agreement and that this Parking Space License supersedes any and all such understandings and agreements with respect to the subject matter hereof.

18. If any provision of this Parking Space License is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Parking Space License and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Parking Space License, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

19. 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 Parking Space License 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.

20. Any failure by Licensor to insist upon strict performance by Licensee of any of the provisions of this Parking Space License 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 Parking Space License to be performed by Licensee.

21. Licensee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

22. The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the use of, insurance coverage for, and access to the Parking Space and Parking Space Area.

23. Upon the surrender or termination (for any reason whatsoever) of this Parking Space License, the Condominium Board shall have the right in its sole discretion to issue a new Parking Space License for the Parking Space to another Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate Licensee therefor. The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the procedures for assigning, transferring, surrendering, terminating, and/or otherwise conveying the Parking Spaces.

IN WITNESS WHEREOF, the undersigned have executed this Parking Space License as of the day and year first above written.

AGREED TO AND ACKNOWLEDGED BY:

LICENSOR:

720 WEA VENTURES LLC
By: _____
Name:
Title: Authorized Signatory

720 WEST END AVENUE CONDOMINIUM
By: _____
Name: _____
Title: _____

LICENSEE:

_____
(signature)

_____
(signature)

ASSIGNMENT AND ASSUMPTION OF ANCILLARY AMENITY LICENSE

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ASSIGNMENT AND ASSUMPTION OF ANCILLARY AMENITY LICENSE

THIS ASSIGNMENT AND ASSUMPTION OF ANCILLARY AMENITY LICENSE made as of the _____ day of _____, _____ by and between _____ ("Assignor"), having an address at _____, and _____ ("Assignee"), having an address at _____.

W I T N E S S E T H :

WHEREAS, Assignor executed a certain Ancillary Amenity License dated _____, _____ ("Ancillary Amenity License") to have the exclusive right to use [ANCILLARY AMENITY TYPE] # ___ ("Ancillary Amenity") located in the Building known as 720 West End Avenue Condominium, located at 720 West End Avenue, New York, NY 10025, in accordance with the terms of the Condominium Offering Plan for the Building ("Plan"), as amended; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Ancillary Amenity License; and

WHEREAS, Assignee desires to assume all of the obligations and responsibilities of Assignor in and to the Ancillary Amenity License; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment and Assumption of this Ancillary Amenity License.

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 Assignee, from and after the date hereof, all of Assignor's right, title and interest in and to the Ancillary Amenity License, 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 Ancillary Amenity License as if Assignee had signed the Ancillary Amenity License originally as "Licensee."

3. AUTHORIZATION AND DIRECTION: Assignor and Assignee hereby authorize and direct the Condominium to have the books and records of the Condominium reflect that Assignee has the exclusive right to use the Ancillary Amenity.

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 Ancillary Amenity License on the day and year first above written.

ASSIGNOR:

_____
(signature)

ASSIGNEE:

_____
(signature)

APPROVED BY:

720 WEST END AVENUE CONDOMINIUM

By: _____
Name:
Title:

DECLARATION OF CONDOMINIUM

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DECLARATION

Establishing a Plan for Condominium Ownership of the Premises Known as

720 WEST END AVENUE CONDOMINIUM

and having a street address of

720 WEST END AVENUE
NEW YORK, NY 10025

Pursuant to Article 9-B of the Real Property Law of the State of New York

Name: **720 West End Avenue Condominium**

Sponsor: **720 WEA Ventures LLC**
c/o InterVest Capital Partners, 425 Park Avenue, 35th Floor
New York, NY 10022

Date of Declaration: **_____, _____**

Prepared by:

STARR ASSOCIATES LLP
Attorneys At Law
220 East 42 Street
New York, New York 10017
(212) 620-2680

The land affected by the within instrument lies in Block 1243 F/K/A Lot 1, N/K/A Lots _____ - _____ on the Tax Map of the Borough of Manhattan, County of New York, City and State of New York

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Exhibits

A – DESCRIPTION OF THE LAND

B – DESCRIPTION OF THE UNITS

C – DEFINITIONS

D – BY-LAWS OF THE CONDOMINIUM

E – UNIT POWER OF ATTORNEY

DECLARATION

OF

720 WEST END AVENUE CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

720 WEA Ventures LLC, a limited liability company organized under the laws of the State of Delaware, having an office at c/o InterVest Capital Partners, 425 Park Avenue, 35th Floor, New York, NY 10022 ("Sponsor"), does hereby declare as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof shall have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used shall otherwise require. All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Sponsor hereby submits the Property to the provisions of the Condominium Act and pursuant thereto, does hereby establish a regime for the condominium ownership of the Property as more particularly set forth herein and in the By-Laws.

2.2 Excluded from the Property are any Excess Development Rights, if any, which shall be retained by Sponsor, who shall have the exclusive right to utilize, sell or otherwise transfer any Excess Development Rights. Excess Development Rights shall inure solely to the benefit of Sponsor or other Development Rights Owner.

ARTICLE 3

NAME OF THE CONDOMINIUM

The Condominium shall be known as 720 West End Avenue Condominium.

ARTICLE 4

THE LAND

Included in the Property is the Land which is more particularly described in Exhibit A annexed hereto.

ARTICLE 5

THE PROPERTY AND THE BUILDING

5.1 Included in the Property are: 131 Units (including 1 Resident Manager's Unit), 95 Storage Lockers, 15 Parking Spaces, contained in a structure comprising seventeen (17) above-grade stories (including a penthouse level), two (2) below-grade level(s), one (1) roof level, and one (1) bulkhead level as reflected on the Tax Lot Drawings of the Building certified by BP Architects. For purposes of marketing, the floors of the Building are designated as the subcellar, cellar, floors 1-12, 14-15, PH16, PH17, roof floor, and bulkhead roof floor. There is no floor 13 designation. However, floor numbering in the plans and specifications filed with the Buildings Department will be consistent with construction floor designations.

5.1.1 The Units will be located on floors 2 through 15, PH16, and PH17.

5.1.2 The Storage Lockers will be located on the subcellar and cellar floor.

5.1.3 The Parking Spaces will be located on the ground floor.

5.2 The Building is classified as being of fire proof construction. The Building structural system consists of cinder concrete encased steel beams with a mesh reinforced slab. The roof consists of a plaza deck waterproofing membrane assembly consisting of 2 plies of a prefabricated, reinforced, homogeneous Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane, applied over a prepared substrate.

ARTICLE 6

THE UNITS

6.1 Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit designation; tax lot number; approximate location in the Building; approximate square footage; number of rooms; the portions of the Common Elements to which such Unit has immediate access; and the Common Interest appurtenant to such Unit. The precise location of each Unit is shown on the Tax Lot Drawings.

6.2 Each Unit is measured horizontally from the exterior side of the exterior walls 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 or to the exterior side of the opposite exterior walls; provided, however, that all columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit. Each Unit is measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling. Any and all measurements are approximate within reasonable tolerances.

6.3 Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other entrance doors to the Unit including Terrace doors (including, without limitation, all locks, peepholes, doorknobs and hardware), non-load-bearing interior walls and partitions, floors and floor coverings and ceilings affixed, attached or appurtenant to the Unit, smoke/carbon monoxide detectors, window panes, fireplaces, fireboxes, dampers, mantels and flues, mechanical systems located in the Unit, heating and cooling systems (including HVAC filters and parts), plumbing, gas and heating fixtures and equipment, including but not limited to, refrigerators, dishwashers, washers and dryers, heating, ventilating and air conditioning units (including the internal fans), heating equipment, ranges and other appliances, sinks, bathtubs, waterclosets, loggias, and all other Facilities as may be affixed, attached or appurtenant to the Unit and serving the Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures,

appliances and equipment and the fixtures, appliances and equipment to which they are attached, water spigots located on Terraces, and any special pipes or equipment which a Unit Owner may install within the walls, ceilings, or floors, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors, unless such installations were made by the Unit Owner after the Unit Owner acquired title to the Unit, in which event Unit Owner shall be responsible for such installations. Each Unit shall also include all lighting, light fixtures, and electrical fixtures and appliances within the Unit, including those located on Terraces, 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 (including electrical branch wiring but excluding electrical service riders) and serving or benefiting only that Unit.

6.4 Any Common Elements located within a Unit shall not be considered a part of such Unit.

6.5 Notwithstanding anything contained in this Article to the contrary, each Unit Owner will have the right, subject to the provisions of the By-Laws, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, 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 consistent exterior appearance, the structural integrity, sound integrity and mechanical and electrical systems of such Unit or of the Building or violate Law.

6.6 As of the date of the filing of this Declaration with the Register's Office, fee simple absolute title shall automatically vest in Sponsor in all Units and Sponsor shall be deemed a licensee with respect to all Ancillary Amenities, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit and/or specific and particular licenses for each and every Ancillary Amenity.

ARTICLE 7

THE COMMON ELEMENTS

7.1 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 are comprised of the General Common Elements and the Limited Common Elements. The Common Elements do not include any Excess Development Rights, if any, which shall be initially retained by Sponsor.

7.2 The General Common Elements consist of the Land and those rooms, areas, corridors and other portions of the Building (other than the Units), as well as those Facilities therein, either currently or hereafter existing for the common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the General Common Elements include:

(i) the Land (including the landscaping appurtenant thereto) and any improvements thereon, together with all easements, rights and privileges appurtenant thereto, except for the Development Rights.

(ii) all foundations, columns, beams, joists, supports, piles, footings, pillars, girders, load-bearing walls, exterior walls, interior walls, partitions, floor slabs and ceilings, window casements and frames, roofs and ceilings in, on, or under the Building, separating a Unit from a General Common Element, and that portion of all such interior walls, partitions, floors and ceilings separating a General Common Element from a Unit and/or General Common Element and/or a Limited Common Element, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such General Common Element, to the extent that the same are not expressly

included as part of the Limited Common Elements pursuant to the terms of Paragraph 7.3 below or a Unit pursuant to the terms of Article 6 hereof.

(iii) all common stairways, stairwells, corridors (except those corridors located in the vault space), vestibules, hallways, and elevators together with their respective bulkheads, shafts, pits, and equipment rooms, located on all floors.

(iv) the electrical room, ARCs room, ATS room, mechanical room, super's office and shop, telecom room, domestic booster pump room, employees' break room, employees' locker room, employees' bathrooms, building storage room, fire pump room, and that portion of the Storage Locker Area that is not located in the vault space, located on the subcellar floor.

(v) the laundry room, bicycle storage areas, children playroom, lower amenity courtyard, yoga room, makers studio, fitness room (including the fitness room storage and powder room), trash room, telecom room, multipurpose room, the powder room, and that portion of the Storage Locker Area that is not located in the vault space, located on the cellar floor.

(vi) the egress corridor, mechanical room, elevator vestibule, game room, pantry, amenity lounge bar, sports sim/virtual reality room, dining lounge, amenity courtyard, parking garage, building storage closet, co-working room, residential lobby, mail room, package room (including package room foyer), reception area, guest waiting area (including carts storage), entry vestibule, service corridor, electrical room and powder rooms, located on the ground floor.

(vii) the canopy, service corridor, trash room, mechanical room, elevator mechanical room, electrical room, and vertical car elevator, located on the 2nd floor.

(viii) the service corridor, trash room, and electrical room, located on the 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th and PH16 floors.

(ix) the service corridor, trash room, electrical room, boiler room, generator room, and building closet, located on the PH17 floor.

(x) the mechanical roof, skylights, elevator overruns, EMR, and cooling tower enclosure, located on the roof.

(xi) the areas of the bulkhead roof and all mechanical equipment located thereon, including without limitation the high-zone makeup air unit and corridor supply rooftop unit, located on the bulkhead.

(xii) all masonry walls, partitions, floors and ceilings in, on or under the Building, separating a Unit from another Unit or a Limited Common Element and that portion of all such masonry walls, partitions, floors and ceilings separating a Limited Common Element from a General Common Element, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such General Common Element.

(xiii) all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, garbage disposal, master and cable television and other mechanical and electrical systems which serve the Units and/or the General Common Elements and/or the Limited Common Elements only.

(xiv) all interior portions of the Building and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to the existence,

maintenance or safety of the Property, to the extent that the same are not expressly included as part of the Limited Common Elements pursuant to the terms of Paragraph 7.3 below or a Unit pursuant to the terms of Article 6 hereof.

7.3 The Limited Common Elements consist of all portions of the Land and Building (other than the Units) that are for the use of one or more specified Units to the exclusion of all other Units. Without intending to limit the generality of the foregoing in any respect, the Limited Common Elements include: the Terraces adjoining certain Units more particularly set forth on Exhibit "B" to this Declaration entitled "Description of Units."

7.4 The GCE Vault Spaces consist of those certain vault spaces belonging to the City of New York that are located underneath the sidewalk on the west side of the Building along West End Avenue and that are used exclusively by the Condominium. While the GCE Vault Spaces are not Common Elements (because they are not within the tax lot of the Building), these areas shall however be treated as General Common Elements for the purposes of the Condominium Documents for so long as the Condominium has exclusive use thereof. Accordingly, any reference to General Common Elements in the Condominium Documents shall be deemed to include (unless context indicates otherwise) the GCE Vault Spaces. Without intending to limit the generality of the foregoing in any respect, the GCE Vault Spaces include:

(i) the water meter room, gas meter room, service corridor, that portion of the corridor located within the vault space, detention tank, the existing vault crawl space, crawl space below Con-Ed Vault, and that portion of the Storage Locker Area located within the vault area, located on the subcellar floor.

(ii) the music room, the Pilates room, the existing vault and that portion of the Storage Locker Area located within the vault area, located on the cellar floor.

7.5 The Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of Article 15 hereof and Section 5.5 of the By-Laws.

ARTICLE 8

DETERMINATION OF COMMON INTEREST

The undivided percentage interest of each Unit in the Common Elements is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv).

ARTICLE 9

USE OF UNITS AND ANCILLARY AMENITIES

Reference should be made to section 5.7 and 5.9 of the By-Laws for terms, covenants, conditions, descriptions and other information relating to the use of the Units, which are, by this reference, incorporated herein and made a part of this Article 9 of this Declaration as if set forth at length in the text hereof.

ARTICLE 10

EASEMENTS FOR THE ENJOYMENT OF THE COMMON ELEMENTS

10.1 Subject to the terms of this Declaration, the By-Laws and the Rules and Regulations, if applicable, Sponsor, the Unit Owners, the Managing Agent, the Condominium Board and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

10.2 Subject to the terms of the By-Laws and the Rules and Regulations, if applicable, Sponsor, the Unit Owners, Selling Agent, the Managing Agent, the Condominium Board and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other persons to do so.

10.3 Each Unit Owner whose Unit has one or more appurtenant Limited Common Elements shall have an exclusive easement for the use thereof. The Units having the same are indicated on Exhibit B.

10.4 Sponsor and its Permitted Users shall have an easement in, over, under, through and upon the General Common Elements (including but not limited to, lobbies, hallways and corridors), to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units, including, without limitation, the right to erect, maintain, replace and/or repair any sign and/or lighting permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit or the operation of any business of a tenant or occupant of any Unit.

10.5 In addition to all other easements and rights granted in the Declaration, Sponsor, the Managing Agent, the Condominium Board, and each of their respective Permitted Users shall have an easement in, through and upon the Terraces appurtenant to any Units, for the purpose of accessing, utilizing, maintaining and replacing the exhaust fans and other equipment located on the Terraces, to the extent applicable.

ARTICLE 11

OTHER EASEMENTS

11.1 Subject to the terms of the By-Laws and to the Rules and Regulations, if applicable, each Unit Owner shall have an easement in common with all other Unit Owners to use, maintain, repair, alter and replace all Common Elements located in any of the other Units or elsewhere on the Property which serve such Unit Owner's Unit, including an easement to connect to existing utilities, including without limitation, utilities for gas, electricity, and ventilation. Each Unit (including any Common Elements located therein) shall be subject to an easement in favor of all Unit Owners to use, maintain, repair, alter and replace all Common Elements located in such Unit or elsewhere on the Property which serve other Units. All easements and rights of access described in this section shall be exercised by the Condominium Board on behalf of all Unit Owners. The Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements contained therein and appurtenant thereto (including Limited Common Elements and Ancillary Amenities) to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through,

adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. Such easements and rights of access shall be exercised by the Condominium Board and/or Sponsor, and each of their Permitted Users, as the case may be, to the extent practicable, 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 reasonable prior notice based on the nature of the repair or replacement but in no event on less than two days' notice, except that no notice will be necessary in the case of an "emergency" (i.e. a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building). Plans and specifications with respect to any such proposed work shall be submitted by the Unit Owner who has requested that the Condominium Board exercise any such easement or right of access, to the Unit Owner whose Unit is to be accessed and all work is to be prosecuted diligently to completion. Notwithstanding any other provision of this Declaration, the By-Laws or the Rules and Regulations, if applicable, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected.

11.2 Sponsor for so long as it shall own any Unsold Unit shall have the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Sponsor or the Condominium Board, 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 Unit Owners and their Permitted Users, provided that the granting of such additional utility easements or the relocation of existing utilities will not prevent or unreasonably interfere with the normal use of the Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any utility company and its employees and agents shall have the right of access to each Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business or with the use of the Units for their permitted purposes. Notwithstanding any other provision of this Declaration, the By-Laws or the Rules and Regulations, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected. In addition, Sponsor reserves the right to install additional fireplace flues and mechanical equipment on the roof of the Building.

11.3 Sponsor and its Permitted Users for so long as Sponsor shall own any Unsold Unit, shall have an easement for ingress and egress through all of the Common Elements in order to make alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Unsold Units and the Common Elements.

11.4 Each Unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

11.5 Sponsor, and its Permitted Users shall have an exclusive easement for so long as Sponsor owns an Unsold Unit to erect, use, lease, maintain, repair, replace and operate (a) antennae, satellite dishes and other communications equipment, and (b) any pipes, risers, ducts, flues and equipment necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements (excluding any Limited Common Elements and Ancillary Amenities) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith. The exercise of the easement and these rights do not require the consent of the Condominium Board or the Unit Owners and shall be without charge to Sponsor. Any obligations of Sponsor under any lease, license or other right of use granted by Sponsor with respect to the roof and/or the façade of the Building shall be the obligation of

Sponsor and not of the Condominium, and any rights of Sponsor, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right of Sponsor, and not of the Condominium or any other Unit Owner. In connection with such easement and related rights, Sponsor and its Permitted Users shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject to such easement.

11.6 Sponsor and any Development Rights Owner shall have an easement for ingress and egress through all of the Common Elements for any purpose in connection with Sponsor's or the Development Rights Owner's utilization, sale or transfer of any Excess Development Rights, including, without limitation, (i) effecting a zoning lot merger or division; or (ii) creating a Combined Zoning Lot or any enlargement or subdivision thereof; or (iii) effecting a sale or transfer of Excess Development Rights in any manner permitted by Law.

11.7 The Condominium and Building shall be designated and known as 720 West End Avenue Condominium. Sponsor shall own and control all rights and interest, appurtenant to the name of the Condominium and/or the Building and any intellectual property relating thereto, including without limitation, any logos, marks, websites, trademarks, copyrights or names relating to or referring to the name of the Condominium or the Building, unless otherwise prohibited by Law. Only Sponsor shall have the right to change or assign the name of the Condominium. In addition, Sponsor shall have the right to utilize other names for the Building or portions thereof for marketing and promotional purposes without the consent of the Condominium Board or the Unit Owners. Sponsor shall have an exclusive easement for so long as the Condominium shall remain in existence to erect, maintain, repair and replace, from time to time, a plaque, etching and/or other similar signage ("Plaque"), without charge, on the exterior portion of the Building setting forth the name and address of Sponsor, or such other information as Sponsor desires in its sole discretion. Only Sponsor shall have the right to remove the Plaque, unless mandated by Law.

11.8 If (a) any portion of the Common Elements encroaches upon any Unit or upon any other portion of the Common Elements, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachment shall hereafter occur as a result of (i) the settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board, or made by Sponsor in accordance with this Declaration or the By-Laws 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 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.

11.9 In addition to the specific easements set forth in this Article 11 and in Article 10 hereof, the Property and every portion thereof shall be subject to all easements made with the City of New York or with any utility companies or other Persons in effect prior to the recording of this Declaration.

11.10 Sponsor and its Permitted Users (regardless of whether Sponsor owns an Unsold Unit) shall have an easement in, over, under, through, and upon the Common Elements to the extent necessary (as determined by Sponsor in its sole discretion) in order for Sponsor to meet its obligations under the Plan, including without limitation all things related to Sponsor's obligation to procure a PCO for the Building.

ARTICLE 12

ALTERATIONS, ADDITIONS, IMPROVEMENTS AND CHANGES TO UNSOLD UNITS

Reference should be made to section 5.2 of the By-Laws for terms, covenants, conditions, descriptions and other information relating to alterations, additions, improvements, and changes to Unsold Units, which are, by this reference, incorporated herein and made a part of this Article 12 of this Declaration as if set forth at length in the text hereof.

ARTICLE 13

ACQUISITION OF UNIT BY THE CONDOMINIUM BOARD

If (a) any Unit Owner surrenders the Unit, together with its Appurtenant Interests to the Condominium Board pursuant to the terms of the By-Laws or section 339-x of the Condominium Act, or (b) the Condominium Board, pursuant to the By-Laws or otherwise, either acquires or leases a Unit, together with its Appurtenant Interests, purchases, a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title to any such Unit and such Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interest. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interest.

ARTICLE 14

POWER OF ATTORNEY TO SPONSOR AND THE CONDOMINIUM BOARD

14.1 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, Sponsor, to:

(a) amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Sponsor under the Condominium Documents; and

(b) effectuate Sponsor's or the Development Rights Owner's utilization, sale or transfer of all or any portion of the Excess Development Rights, as set forth in this Declaration.

14.2 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and commencing, pursuing, appealing, settling and/or terminating administration and tax certiorari proceedings on behalf of the Unit Owners for the reduction of the assessed valuation of their Units, such Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;

(b) acquire, lease or license any Unit (including, but not limited to, the Resident Managers Unit), together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, sublease or surrender the same or acquire any Unit, together with its Appurtenant Interests that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(d) acquire, mortgage, lease, sublease, license, convey or otherwise deal with the Resident Manager's Unit, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; and

(e) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Property or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Property which the Condominium Board deems necessary or appropriate or (3) any protest and tax certiorari proceeding documentation affecting Units.

14.3 In confirmation of the foregoing power of attorney, at the time of acquiring title to a Unit and as a condition thereof, each Unit Owner shall duly execute, acknowledge and deliver to the representative of the title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office (at such Unit Owner's sole cost and expense), the Unit Owner's Power of Attorney, in the form set forth as Exhibit E to this Declaration. In the event of any failure by any Unit Owner to deliver the Power of Attorney in accordance with the terms of this subsection 14.3, the provisions of subsections 14.1 and 14.2 hereof shall nevertheless remain in full force and effect. Nothing in this Article 14 shall be construed to mean that the provisions of subsections 14.1 and 14.2 hereof are in any way contingent or dependent upon the delivery of the Power of Attorney in accordance with the terms of this subsection 14.3.

ARTICLE 15

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as the Property is withdrawn from the provisions of the Condominium Act as authorized by a vote of 80% in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld, conditioned, or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interest of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any. In the event the withdrawal is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interest; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such net proceeds all liens on the Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

ARTICLE 16

COVENANT OF FURTHER ASSURANCES

16.1 Any Person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a Member or officer of the Condominium Board or a Permitted User of either or otherwise, shall, upon prior reasonable written request at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person 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.

16.2 If any Unit Owner, the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which the Condominium Board, Unit Owner or other Person is required to execute, acknowledge and deliver or to take pursuant to this Declaration, or (ii) to deliver a written notice to the Person requesting such execution, acknowledgement or delivery, and to the Condominium Board stating the reasons why such Unit Owner, Condominium Board or other Person refuses to execute, acknowledge or deliver such instrument or take such action, then the Condominium Board or other Person is hereby authorized as attorney-in-fact for such Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Condominium Board or other Person and such document or action shall be binding on such Unit Owner, Condominium Board or other Person.

16.3 If any Unit Owner, the Condominium Board or other Person that is subject to the terms of this Declaration fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after request therefor, to execute, acknowledge or deliver any instrument which such Unit Owner, Condominium Board or other Person is required to execute, acknowledge or deliver pursuant to this Declaration at the request of Sponsor or any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, then Sponsor or the Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, is hereby authorized, as attorney-in-fact for the Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, in the name of the Unit Owner, Condominium Board or other Person, and such instrument shall be binding on the Unit Owner, Condominium Board or other Person. The Condominium Board shall not unreasonably withhold or delay its consent or approval with respect to any matter contained in this Declaration which requires the consent or approval of the Condominium Board.

ARTICLE 17

COVENANTS RUNNING WITH THE LAND

17.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, 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 owner of all or any part thereof, or interest therein, and owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future owners, tenants, subtenants, licensees, and other 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 of 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 or use and occupancy agreement thereof.

17.2 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 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 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 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 Condominium Act.

17.3 Subject to section 17.2, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the 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 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 18

EXCESS DEVELOPMENT RIGHTS

18.1 Any Excess Development Rights shall be retained by Sponsor, who shall have the exclusive right to utilize, sell, pledge, encumber, or transfer any Excess Development Rights (including without limitation any transfer to any Sponsor Lender as may be required under any such loan documents). Excess Development Rights shall inure solely to the benefit of Sponsor or other Development Rights Owner. Neither the Condominium Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights.

18.2 In connection with its utilization of Excess Development Rights, Sponsor or Development Rights Owner, among other rights, may cause the Property to be divided into two or more parcels which collectively are referred to as the "Combined Zoning Lot."

18.3 Each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Condominium Board, shall be deemed to have consented to and agreed that, if Sponsor or a Development Rights Owner seeks to enlarge the Combined Zoning Lot by adding other parcels of real property ("Additional Parcels") so as to create an enlarged Combined Zoning Lot, or seeks to utilize or transfer Excess Development Rights for the purposes and in accordance with the provisions of the Zoning Resolution or other applicable Law, the Condominium Board and the Unit Owner have (i) waived the right to execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air or other document or instrument and the right to appear in opposition before any community board or governmental or quasi-governmental authority to oppose in any manner the utilization, sale or transfer of Excess Development Rights or the establishment of the Combined Zoning Lot or any enlargement, division or proposed use thereof; and (ii) consented as a party in interest, to any declaration or other agreement utilizing the Excess Development Rights in any manner, including by effecting a transfer of Excess Development Rights or a merger or division of any of the parcels comprising the Combined Zoning Lot with any other tax lots in order to form a single zoning lot for the purpose of transferring all or any portion of the Excess Development Rights from Sponsor or a Development Rights Owner.

18.4 Notwithstanding the provisions of the immediately preceding paragraph, each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Condominium Board, shall be deemed to have granted to Sponsor and any Development Rights Owner an irrevocable power of attorney coupled with an interest, to execute, acknowledge and deliver any such declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument necessary or expedient to carry out the exercise of any rights, reserved, retained or granted to Sponsor or Development Rights Owner. Alternatively, upon demand of Sponsor or a Development Rights Owner, each Unit Owner and the Condominium Board shall execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument requested by Sponsor or Development Rights Owner in order that (i) Sponsor or Development Rights Owner may effectively utilize, sell or otherwise transfer Excess Development Rights to any Person designated by Sponsor or Development Rights Owner, and (ii) such Person may effectively utilize such Excess Development Rights.

18.5 Notwithstanding the foregoing, neither Sponsor nor any Development Rights Owner may utilize Excess Development Rights to increase the size, height, bulk or density of any portion of the Property.

18.6 All rights and obligations of Sponsor set forth in this Declaration with respect to the Excess Development Rights shall apply equally to any Development Rights Owner.

ARTICLE 19

AMENDMENTS TO THIS DECLARATION AND THE TAX LOT DRAWINGS

19.1 All the provisions of this subsection 19.1 are subject to the provisions contained in this Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor or any Development Rights Owner, solely with respect to (i) utilization, sale or transfer of Excess Development Rights, or (ii) any Permitted Mortgagee. Any provision of this Declaration and/or the Tax Lot Drawings affecting the Common Elements or all Unit Owners may be added to, amended, modified or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Unit Owners, in accordance with the provisions of the By-Laws. Any such amendment, modification, addition or deletion shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. No such amendment, modification, addition or deletion shall be effective unless and until such instrument is duly recorded in the Register's Office.

19.2 (1) Sponsor shall have the right, at its sole cost and expense and without the vote or consent of any Unit Owners, the Condominium Board, or the Mortgage Representatives, if any, to execute and record (or, at Sponsor's sole option, to require the Condominium Board or any other Unit Owners to execute and record) in the Register's Office and elsewhere, if required by Law, by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest, one or more amendments to this Declaration (including without limitation to Exhibit B hereto), the Tax Lot Drawings, and any other such documents, plans and maps as Sponsor deems appropriate to effectuate the same:

(i) to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the terms of Article 12 hereof; or

(ii) required by (x) an Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Unsold Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Sponsor to insure title to any Unsold Unit; or

(iii) to correct any inconsistencies or scrivener's errors; or

(iv) to relinquish any rights granted to Sponsor hereunder.

Provided, however, that any amendment made pursuant to the terms of provisions (i) or (ii) of this section shall not (1) change the Common Interest of any Unit other than a Unit owned by Sponsor, or (2) require a material, physical modification of any Unit other than a Unit owned by Sponsor, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in (1) or (2) of this section) or the holder of such mortgage (in the event described in (3) of this section) shall consent thereto by joining in the execution of such amendment.

(2) Sponsor or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, shall have the right, at its sole cost and expense and without the vote or consent of any Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute and record (or, at Sponsor's or the Development Rights Owner's sole option, to require the Condominium Board or any other Unit Owners to execute and record) in the Register's Office and elsewhere, if required by Law, by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest, one or more amendments to these By-Laws and/or the Rules and Regulations as Sponsor or the Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, deems appropriate to effectuate the same, with respect to Excess Development Rights, to effectuate Sponsor's or any Development Rights Owner's utilization, sale or transfer of any Excess Development Rights in any manner permitted by Law, provided that no such amendment shall enable Sponsor or Development Rights Owner to utilize Excess Development Rights to increase the size, height, bulk, configuration and/or density of the Property.

(3) For avoidance of doubt, Sponsor's rights under the foregoing paragraphs (1) and (2) of this section 19.2 are subject to any conditions or prerequisites under any loan documents evidencing and securing such Sponsor Loan with respect to any prior notice to and/or prior consent required from such Sponsor Lender, to the extent applicable. Notwithstanding anything to the contrary herein, this paragraph (3) shall not be construed to entitle the Condominium Board, any Unit Owner, nor any other party (other than such Sponsor Lender) with any enforcement, investigative, or other rights whatsoever with respect to Sponsor's obligations under such loan documents, including without limitation any rights to condition or delay Sponsor's exercise of Sponsor's rights under the foregoing paragraphs (1) and/or (2) until such time that receipt of Sponsor Lender's prior consent is evidenced.

19.3 Any amendment to this Declaration and/or Tax Lot Drawings (as applicable) may be executed: (i) if on behalf of Sponsor or any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, pursuant to the terms of section 19.2 hereof, by Sponsor or the Development Rights Owner, or (ii) if on behalf of the Unit Owners or by the Condominium Board, by any officer of the Condominium. If the amendment requires the approval of a specific percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted pursuant to the terms of this Declaration or the By-Laws) in writing without a meeting, in which Certificate shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting. For avoidance of doubt, Sponsor's rights under the foregoing provision "(i)" of this paragraph are subject to any conditions or prerequisites under any loan documents evidencing and securing such Sponsor Loan with respect to any prior notice to and/or prior consent required from such Sponsor Lender, to the extent applicable. Notwithstanding anything to the contrary herein, the previous sentence shall not be construed to entitle the Condominium Board, any Unit Owner, nor any other party (other than such Sponsor Lender) with

any enforcement, investigative, or other rights whatsoever with respect to Sponsor's obligations under such loan documents, including without limitation any rights to condition or delay Sponsor's exercise of Sponsor's rights under the provision "(i)" of this paragraph until such time that receipt of Sponsor Lender's prior consent is evidenced.

19.4 Notwithstanding anything contained in the Condominium Documents to the contrary, if any Unit Owner, with the prior approval of the Condominium Board changes the size and/or number of Units owned by such Unit Owner by either (w) subdividing a Unit(s) into two or more separate Units, (x) combining a Unit into one or more Units, (y) altering the boundary walls between any adjacent Units owned by such Unit Owner, or (z) otherwise, including incorporating Common Elements (such as a portion of a hallway used exclusively by the owner of such Unit) which exclusively benefit a Unit into such Unit, then the Condominium Board on behalf of such Unit Owner and at the Unit Owner's sole cost and expense, shall have the right to execute, and record in the City Register's Office and elsewhere, if required by Law, any amendment to this Declaration, the Tax Lot Drawings, and other documents which are necessary or appropriate to reflect the changes made by the Unit Owner, all without the approval of the other Unit Owners, provided, however, that any such amendment shall not (1) change the Common Interest of any other Unit, or (2) require a physical modification of any other Unit, or (3) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender, unless the owner of such affected Unit (in the event described in (1) or (2)) or the holder of such mortgage (in the event described in (3)) shall consent thereto by joining in the execution of such amendment.

19.5 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be effective in any respect against Sponsor or any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, if the same would (i) unreasonably interfere with the sale, lease, or other disposition of any Unit owned by Sponsor or the Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit granted to Sponsor or the Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, unless such amendment is consented to in writing by Sponsor or the Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, or (iii) impose any charge or fee against Sponsor or the Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, unless Sponsor or the Development Rights Owner shall consent to such amendment in writing.

19.7 The provisions of this Article may not be modified, amended, added to or deleted, in whole or in part, without the consent of Sponsor if the same relate to Sponsor.

19.8 Notwithstanding anything to the contrary, 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 51% of the Permitted Mortgagees or a majority of the Mortgage Representatives, if any. If the Permitted Mortgagees or Mortgage Representatives fail to respond within sixty (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.

19.9 Notwithstanding the provisions of section 19.1 hereof, the Common Interest appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in subsection (F) of section 5.5 of the By-Laws.

19.10 Subject to the rights of Sponsor set forth herein, the foregoing section 19.1 of this Declaration may not be amended, modified, added to or deleted unless (in addition to the consent, if required,

of the Mortgage Representatives, if any, as set forth above) 80% in number and in Common Interest of all Unit Owners affected thereby, approve such amendment, modification, addition or deletion in writing.

ARTICLE 20

CONSENTS BY SPONSOR

When the consent, approval, satisfaction, or permission of Sponsor is required under this Declaration or the By-Laws, such consent, approval, satisfaction, or permission shall not be required when (i) Sponsor no longer owns any Units; (ii) Sponsor has completed all of its obligations under the terms of the Offering Plan and (iii) a PCO has been issued for the Property.

ARTICLE 21

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is hereby designated to receive Service of Process in any action which may be brought against the Condominium. The Secretary of State of the State of New York shall serve the Condominium c/o The Board of Managers of 720 West End Avenue Condominium located at 720 West End Avenue, New York, NY 10025

ARTICLE 22

INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the table of definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Unit Power of Attorney annexed hereto as Exhibit E; (vi) the Tax Lot Drawings; and (vii) the Plan are, by this reference, each incorporated herein and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 23

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 24

SEVERABILITY

Subject to the provisions of section 17.2 and 17.3 of Article 17 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provisions of the Condominium Documents and the Condominium Act, or any questions

regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

ARTICLE 25

SUCCESSORS AND ASSIGNS

25.1 The rights and/or obligations of Sponsor as set forth in this Declaration and the By-Laws shall inure to the benefit of and be binding upon any successor or assignee or designee of Sponsor. Sponsor shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their interest therein, whether by merger, consolidation, lease, assignment, or otherwise.

25.2 All rights of Sponsor with respect to Unsold Units as set forth herein and in the Condominium Documents shall inure to the benefit of any principal of Sponsor solely with respect to the Unit(s) owned by such principal of Sponsor, if any, but only until such time as the earlier to occur of either: (i) there has been an event of default pursuant to a mezzanine loan Permitted Mortgage entered into by Sponsor; or (ii) such principal is no longer identified as a principal of Sponsor in the Plan. For the avoidance of doubt, principals of Sponsor will not have such rights with respect to the Unsold Units, but rather only with respect to the Unit(s) owned by such principal(s) of Sponsor. Notwithstanding anything to the contrary, this paragraph shall not be construed to entitle the Condominium Board or any Unit Owner (other than Sponsor's mezzanine lender) with any enforcement, investigative, or other rights whatsoever with respect to Sponsor's status under the mezzanine loan documents, including without limitation any rights to condition or delay the exercise of any principal's rights under this paragraph until such time that the conditions under provision "(i)" are evidenced to the Condominium Board or any other party.

ARTICLE 26

CAPTIONS

The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 27

CERTAIN REFERENCES

27.1 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.

27.2 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, unless the context otherwise requires.

27.3 Unless otherwise stated, all references herein to Articles, sections or other provisions are references to Articles, sections or other provisions of this Declaration.

ARTICLE 28

GENERAL

Except as required by Law, neither Sponsor nor its principal shall be subject to any of the restrictions, limitations, policies, impositions of fees, and/or prohibitions with regard to the Common Elements, the Units and/or Ancillary Amenities set forth in this Declaration or the By-Laws annexed hereto, as same may be amended from time to time.

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the ___ day of _____, _____.

* * * * *

SPONSOR:

720 WEA VENTURES LLC

By: _____
Name:
Title: Authorized Signatory

(ACKNOWLEDGEMENT)

STATE OF NEW YORK)
) ss.:
COUNTY OF New York)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

_____
Notary

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EXHIBIT A

TO THE DECLARATION

DESCRIPTION OF THE LAND

720 WEST END AVENUE CONDOMINIUM
720 West End Avenue
New York, NY 10025
Block: 1243

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 95th Street with the easterly side of West End Avenue.

RUNNING THENCE Northerly along the easterly side of West End Avenue, 125 feet 8-1/2 inches;

THENCE Easterly parallel with the northerly side of West 95th Street, 97 feet 0 inches;

THENCE Southerly parallel with the easterly side of West End Avenue, 25 feet 0 inches to the center line of the block;

THENCE Easterly along the said center line of the block, 78 feet 0 inches;

THENCE Southerly again parallel with the easterly side of West End Avenue, 100 feet 8-1/2 inches to the northerly side of West 95th Street;

THENCE Westerly along the northerly side of West 95th Street, 175 feet 0 inches to the point of BEGINNING.

CONDOMINIUM NO. _____

EXHIBIT B TO THE DECLARATION
DESCRIPTION OF THE UNITS

720 WEST END AVENUE CONDOMINIUM
720 West End Avenue
New York, NY 10025

Tax Block: 1243
Tax Lots: _____ to _____

EXHIBIT C

DEFINITIONS

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

"Additional Deposit" shall mean a deposit in an amount equal to 10% of the Purchase Price required to be delivered by Purchaser before the earlier to occur of (i) 6 months after the date on which a Purchase Agreement is executed by Sponsor and Purchaser, or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective.

"Adverse Effect," or "adverse effect" shall mean any action or proposed change with respect to any Unit Owner(s), that such action or change could, if realized, (i) increase the Common Charges payable over those set forth in the budget in effect at the time in question by 25% or more, (ii) materially and permanently interfere with such Unit Owner's access to the Unit, (iii) materially and permanently obstruct or degrade the view from the windows and/or Terraces of the Unit or (iv) otherwise materially diminish the use and enjoyment of the Unit.

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

"Building" shall mean the building located at 720 West End Avenue, New York, NY 10025.

"Buildings Department" shall mean the office of the New York City Department of Buildings or any successor agency.

"Bulk Sales" shall mean the transfer of 10 or more Units or 20% of the total number of Units in the Condominium, whichever is less.

"By-Laws" shall mean the by-laws governing the operations of the Condominium, which are set forth as Exhibit D to the Declaration, as the same may be amended from time to time, substantially in the form set forth in Part II of the Plan.

"Closing" or "Closing of Title" shall mean the date, time, place and procedure by which, among other things, fee title to a Unit and its appurtenant Common Interest is conveyed pursuant to a fully-executed Purchase Agreement.

"Closing Date" shall mean the date on which a Closing is scheduled to occur.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with the Schedule B allocations and as provided in the Declaration or in the By-Laws to meet the Common Expenses.

"Common Elements" shall mean the Property, other than the Units themselves, being comprised of the General Common Elements and the Limited Common Elements.

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance,

replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium.

"Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interest attributable to each Unit is set forth on Exhibit B annexed to this Declaration.

"Condominium" shall mean 720 West End Avenue Condominium which will be established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-Laws.

"Condominium Act" shall mean the New York Condominium Act, as amended from time to time (New York Real Property Law, Article 9-B).

"Condominium Board" shall mean the board of managers of the Condominium which will manage the affairs of the Condominium.

"Condominium Documents" shall mean the Declaration, the By-Laws, the Rules and Regulations and the Tax Lot Drawings.

"Declaration" shall mean the instrument creating the Condominium, as the same may be amended from time to time, to which this Exhibit C is attached.

"Department of Law" shall mean Office of the Attorney General of the State of New York, Real Estate Finance Bureau.

"Deposits" shall mean, collectively, all deposits, advances and payments delivered by a Purchaser prior to the Closing of a Unit, including, without limitation, the Initial Deposit and Additional Deposit, but excluding Special Work Funds.

"Development Rights Owner" shall mean Sponsor, its designees, or any Person which acquires all or any portion of the Excess Development Rights from Sponsor (including without limitation, if applicable, any Sponsor Lender pursuant to the loan documents entered into between Sponsor and such Sponsor Lender).

"Effective Date" shall mean the date upon which the Plan is declared effective.

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

"Excess Development Rights" shall mean certain rights, as determined by the Zoning Resolution of the City of New York ("Zoning Resolution"), that are available as of the date of the Declaration or may become available thereafter by any means, and are appurtenant to a zoning lot, whereby (a) contiguous tax lots may be merged into a single zoning lot ("Combined Zoning Lot") and the Combined Zoning Lot or a portion thereof may be developed by erecting thereon one or more structures with (i) "floor area" (as such term is defined in the Zoning Resolution); (ii) any bulk and density development rights permitted under the Zoning Resolution, (iii) any so-called bonus redevelopment rights hereafter appurtenant to the Property; or (b) excess "floor area" not utilized by the Building as of the date of the Declaration may be utilized on the zoning lot or transferred to other zoning lots as permitted by the Zoning Resolution.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of one or more of the Units or the Unit

Owners or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, intercom equipment, playground equipment, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drainage systems, sewers and/or storm pipes, drywalls, or detention tanks, drains, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, sheetrock, interior walls, draperies, shades, window coverings, wallpaper, wallcoverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes, sockets, davits and rigs for window cleaning.

"Family Members" shall mean the spouse, domestic partner, children, stepchildren, grandchildren, siblings, stepsiblings, aunts, uncles, nieces, nephews, parents, stepparents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner's Unit.

"Filing Date" shall mean the date a letter is issued by the Department of Law accepting the Plan or an amendment to the Plan, as the case may be, for filing.

"First Annual Meeting" shall mean the first annual meeting of the Unit Owners.

"First Closing" shall mean the Closing of Title with respect to the first Unit to be conveyed to a Purchaser pursuant to the terms of the Plan.

"First Year of Condominium Operation" shall mean the first 12 months of operation of the Condominium beginning on the date of First Closing, which may be a calendar or fiscal year.

"First Year's Budget" shall mean the section of the Plan entitled "Schedule B - Budget for First Year of Condominium Operation." The First Year's Budget is sometimes referred to as "Schedule B."

"Floor Plans" shall mean the floor plans depicting the proposed layouts of the Units and the Ancillary Amenities that appear in Part II of the Plan.

"Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor; however, for purposes of this definition, Sponsor's lack of funds or inability to obtain financing are expressly excluded from the meaning of "any causes not within the control of Sponsor."

"GBL" shall mean §352-e of the New York State General Business Law, as amended from time to time.

"General Common Elements" shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration and the Tax Lot Drawings except with respect to the Ancillary Amenities, which are General Common Elements but are available only for use by the licensee of the particular Ancillary Amenity.

"GCE Vault Spaces" shall mean those certain vault spaces belonging to the City of New York that are located underneath the sidewalk on the west side of the Building along West End Avenue and that are used solely by the Condominium and treated as General Common Elements. Reference should be made to Section 7.4 of the Declaration for a description of the GCE Vault Spaces.

"Handicap Parking Space" shall mean that certain parking space designated as the accessible parking space in the Tax Lot Drawings.

"Handicapped" shall mean to describe any person who was duly issued permanent disability license plates and lawfully uses the same.

"Initial Deposit" shall mean a deposit in an amount equal to 10% of the Purchase Price required to be delivered by Purchaser at the time Purchaser signs and delivers the Purchase Agreement.

"Institutional Lender" shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust or a group of lenders, including mezzanine lenders, which shall include one of the foregoing, or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system, or (iii) Sponsor, (iv) principal or other affiliates of Sponsor, or (v) with respect to only loans secured by the Resident Manager's Unit and/or any Unsold Units and/or any other Unit owned by Sponsor or its principal or other affiliates, (a) without in any way limiting the scope of the foregoing and for the sake of clarity, any real estate mortgage investment conduit within the meaning of § 860D of the Internal Revenue Code, (b) any entity not included among any of the foregoing entities that is regularly engaged in the business of making, owning or servicing mortgage loans, including, without limitation, a so-called "conduit lender," or (c) any group of lenders which shall include one or more of the foregoing, or (d) a wholly-owned subsidiary of any of the foregoing entities.

"Institutional Mortgage" shall mean any Permitted Mortgage where the initial holder is either Sponsor or an Institutional Lender.

"Insurance Trustee" shall mean (a) the Sponsor Lender, if any, holding a first priority Permitted Mortgage on Unsold Units or, (b) if there is no such Sponsor Lender or such Sponsor-Lender declines to act as Insurance Trustee (with the understanding that any failure by Sponsor Lender to respond within thirty (30) days shall be deemed to be a declination), then a bank or trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of $500,000,000 or more, from time to time appointed to serve as such by the Condominium Board.

"Land" shall mean the land located in the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York as Block 1243, Lot 1 and more particularly described in Exhibit A to the Declaration.

"Law" shall mean any of the following which are applicable at the time in question: laws, ordinances and codes of any or all of the Federal, New York State, New York City, County and Borough governments, including, without limitation, the Buildings Department, the Landmarks Preservation Commission, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public or quasi-public authorities having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to Law.

"Limited Common Elements" shall mean those portions of the Property (other than the Units and the General Common Elements), existing for the use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners, as more particularly described in the Declaration and the Tax Lot Drawings.

"Majority of Unit Owners" shall mean (i) Unit Owners representing more than fifty percent (50%) in aggregate Common Interest appurtenant to all Units or (ii) Unit Owners representing more than fifty percent (50%) in aggregate Common Interest of only those Unit Owners who are present, in person or by proxy, and voting at a duly constituted meeting of Unit Owners at which a quorum is present.

"Managing Agent" shall mean the management company or manager named in the Plan or any successor managing agent at the time in question.

"Member" shall mean any member of the Condominium Board, either elected or designated thereto in accordance with the terms of the By-Laws. All such members are collectively referred to as "Members."

"Mortgage Representative" shall mean not more than three (3) representatives designated by the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or the By-Laws.

"Parking Space" shall mean any parking space located in the Parking Space Area. Each Parking Space is a General Common Element. Any reference in the Plan to "owning" any Parking Space means that the Unit Owner has entered into a license for such Parking Space.

"Parking Space Area" shall mean the parking area located on the 2nd floor of the Building containing the Parking Spaces. The Parking Space Area is a General Common Element. The Parking Space Area is a General Common Element.

"PCO" shall mean the permanent certificate of occupancy for the Building issued by the Buildings Department.

"Permitted Mortgage" shall mean (i) a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-Laws and (ii) the pledge of direct or indirect equity in Sponsor placed by Sponsor's mezzanine lender. Where Sponsor has procured two or more loans from Project Lender, such loans shall be collectively treated as a "first mortgage" upon the Unsold Units for the purposes of the Declaration and By-laws and shall collectively constitute a "Permitted Mortgage."

"Permitted Mortgagee" shall mean any holder or guarantor of a Permitted Mortgage at the time in question. Wherever the consent of a Permitted Mortgagee is required, "Permitted Mortgagee" shall be deemed to include any Sponsor Lender to the extent that the lien or pledge of such Sponsor Loan has not yet been released.

"Permitted User" shall mean any officer, director, member, stockholder, principal, partner, employee, agent (including managing, sales and leasing agent), guest, tenant, occupant, customer, invitee, licensee, contractor, subcontractor, consultant, Permitted Mortgagee or any other Person related, affiliated or designated by Sponsor, the Condominium Board or a Unit Owner who has permission to use a Unit and/or a portion of the Common Elements, subject to the terms of the Condominium Documents, whether written or oral, granted by: (i) a Unit Owner in the case of such Unit Owner's Unit and its appurtenant Common Elements; or (ii) the Condominium Board; or (iii) the Condominium Documents; or (iv) Sponsor.

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

"Plan" shall mean that certain Condominium Offering Plan relating to the Property, as accepted for filing by the Department of Law pursuant to the GBL and any and all amendments thereto.

"Plans and Specifications" shall mean the plans and specifications for Sponsor's construction work at the Building which (to the extent required by Law) have been or will be filed with the Buildings Department and which may from time to time be amended in accordance with the provisions of the Plan.

"Presentation Date" shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered or the fifth day after mailing to Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing with the Department of Law.

"Prohibited Use" shall mean one or more of any of the following uses: (a) for storing any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt, or other sanitary problems or create a nuisance, or (b) for sleeping or other occupancy uses.

"Project Lender" shall mean Cain International Agent Limited, having an address at 767 Fifth Avenue, 17th Floor, New York, New York 10153, together with its respective successors and assigns, or (if Cain International Agent Limited is not applicable), then any other Person, together with its respective successors and assigns, from whom Sponsor has procured, or will have procured, an agreement for financing the project.

"Project Loan" shall mean, collectively, one or more loan agreements that Sponsor has procured, or will have procured, from Project Lender for financing the construction in the Building.

"Property" shall mean the Land, the Building (and any structures attached thereto), the Units, all the improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

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

"Purchaser" shall mean any Person named as a Purchaser in a Purchase Agreement which has been duly executed by such Person and accepted by Sponsor.

"Qualifying Handicapped Person" means either a Unit Owner who is Handicapped or a Unit Owner who represents that a Handicapped person resides in their Unit.

"Register's Office" shall mean the Office of the Register of the City of New York, County of New York.

"Resident Manager" shall mean the manager for the Building who resides on the Property.

"Resident Manager's Unit" shall mean the Unit designated by Sponsor and/or the Condominium Board as the residence for the Resident Manager.

"Rules and Regulations" shall mean the Rules and Regulations of the Condominium promulgated in accordance with the By-Laws, as any of such Rules and Regulations may be amended, added to, or deleted from time to time pursuant to the terms of the By-Laws.

"Schedule B" shall mean the section of the Plan entitled "Schedule B - Budget for First Year of Condominium Operation." Schedule B is sometimes referred to as the "First Year's Budget."

"Schedule B-1" shall mean the section of the Plan entitled "Schedule B-1 for Individual Energy Costs."

"Selling Agent" shall mean the selling agent named in the Plan or any successor Selling Agent at the time in question.

"Special Assessment" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-Laws), in accordance with the By-Laws of the Condominium.

"Special Work Funds" shall mean all amounts expended by, or reimbursable to, Sponsor for special work requested by Purchaser and agreed to in writing by Sponsor.

"Sponsor" shall mean 720 WEA Ventures LLC and its successors and assigns, as well as any other Person(s) designated by Sponsor in a writing to the Condominium Board or by amendment to the Plan to retain Sponsor's rights under the Plan and the Condominium Documents.

"Sponsor Closing Fees" shall mean the closing fees payable to Starr Associates LLP set forth in the section of the Plan entitled "Closing Costs and Adjustments."

"Sponsor Control Period" shall mean the period ending on the earlier to occur of (i) the fifth anniversary of the First Closing, (ii) the Closing of Title to all Units offered for sale pursuant to the Plan, or (iii) the date on which Sponsor otherwise exercises its right to relinquish control of the Condominium Board.

"Sponsor Lender" shall mean any holder of any Sponsor Loan at the time in question.

"Sponsor Loan" shall mean (to the extent entered into between Sponsor and any lender) the Construction Loan, any mezzanine finance loan(s), and/or any or preferred equity loan(s). All such loans are collectively referred to as the "Sponsor Loans."

"Storage Locker" shall mean any storage locker located in the Storage Locker Area and shall include the structural framework and materials out of which the storage locker is constructed. Each Storage Locker is a General Common Element. Any reference in the Plan to "owning a Storage Locker" means that the Unit Owner has entered into a license for the Storage Locker.

"Storage Locker Area" shall mean either, as applicable, (i) the area located in the cellar of the Building containing the Storage Lockers and (ii) the area located in the subcellar of the Building containing the Storage Lockers. Both such Storage Locker Areas are referred to, collectively, as "Storage Locker Areas." The Storage Locker Areas are General Common Elements.

"Tax Lot Drawings" shall mean the floor plans of the Units certified by a professional engineer or licensed architect and filed in the Register's Office simultaneously with the recording of the Declaration, as the same may be supplemented and/or amended from time to time.

"TCO" shall mean a temporary certificate of occupancy for the Building or a portion thereof (as applicable) issued by the Buildings Department.

"Terrace" shall mean any terrace, balcony or garden which is appurtenant to a Unit as a Limited Common Element and shall include any pavers, decking and drains, hose bibs, electrical outlets, enclosures, and dividers installed thereon. All such terraces, balconies or gardens are collectively referred to as the "Terraces."

"Title Company" shall mean AmTrust Financial, having an office at 220 East 42nd Street, 24th Floor, New York, NY 10017 (telephone: (646) 458-3348), or any successor Title Company at the time in question.

"Unit" shall mean any of the Units designated as a Unit in the Declaration together with its Common Interest. All such Units are collectively referred to as the "Units."

"Unit Owner" shall mean any Person (including Sponsor, if Sponsor owns any Unit) who holds fee title, of record, to one or more Units at the time in question. All such Unit Owners are collectively referred to as the "Unit Owners."

"Unit Owner Property" shall mean all appliances, equipment, flooring, fixtures, improvements, betterments, furniture, furnishings, decorations, belongings, and other personal property of any kind contained in a Unit (as "Unit" is defined in Article 6 of the Declaration), in any Limited Common Elements appurtenant thereto, and/or in any Ancillary Amenity.

"Unsold Ancillary Amenity" shall mean an Ancillary Amenity owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of Sponsor at the time in question. All such Unsold Ancillary Amenities are collectively referred to as the "Unsold Ancillary Amenities."

"Unsold Unit" shall mean a Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of Sponsor at the time in question. All such Unsold Units are collectively referred to as the "Unsold Units."

"Zoning Resolution" shall mean the Zoning Resolution of the City of New York, as amended from time to time, or replacement rule, regulation or resolution pertaining to development of a zoning lot.

BY-LAWS OF THE CONDOMINIUM

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EXHIBIT D

TO THE DECLARATION

==========

BY-LAWS

OF

720 WEST END AVENUE CONDOMINIUM

Prepared by:

STARR ASSOCIATES LLP
ATTORNEYS AT LAW
220 EAST 42 STREET
NEW YORK, NEW YORK 10017
(212) 620-2680

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BY-LAWS

ARTICLE 1

GENERAL

Section 1.1 *Purpose.* The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of: (i) the Land, which is more particularly described in Exhibit A to the Declaration; (ii) the Building, which includes, 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; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-Laws form a part. The purpose of the Condominium is to carry on the acquisition, construction, management, maintenance and care of the Common Elements and to perform related functions with respect to the other portions of the Property.

Section 1.2 *Definitions.* All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Exhibit C to the Declaration, unless the context in which the same are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3 *Applicability of By-Laws*. These By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 1.4 *Application of By-Laws*. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and employees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted and ratified and will be complied with.

Section 1.5 *Principal Office of the Condominium.* The principal office of the Condominium shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

ARTICLE 2

CONDOMINIUM BOARD

Section 2.1 *General*. As more particularly set forth in sections 2.4, 2.5 and 2.6 hereof, the affairs of the Condominium shall be governed by the Condominium Board. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act as, and shall be, the Agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By-Laws.

Section 2.2 *Status of the Condominium Board*. Unless and until the Condominium Board shall incorporate in accordance with the terms of section 2.4 hereof, the Condominium Board shall have, to the

extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Condominium Board shall incorporate in accordance with the terms of section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Condominium Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3 *Principal Office of the Condominium Board*. The principal office of the Condominium Board shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

Section 2.4 *Powers and Duties of the Condominium Board*

(A) The Condominium Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, including, without limitation, as the Condominium Board shall deem necessary or proper in connection therewith, (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel.

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership and operation of the Property as a condominium.

(iii) to maintain complete and accurate books and records with respect to the finances and the operation of the Condominium, including without limitation: (a) detailed accounts, in chronological order, of receipts and expenditures affecting the Property; (b) detailed books of account of the Condominium Board; (c) other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws; and (d) minutes and other records of all meetings held pursuant to the terms of these By-Laws.

(iv) to adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same.

(v) to approve the amount and the means and methods of payment of, and collection of, the Common Charges and Special Assessments from the Unit Owners; provided, however, that in no event shall Common Charges or Special Assessments or other funds received by the Condominium Board in connection with the General Common Elements be utilized to defray any Common Expenses and in no event shall Common Charges or Special Assessments or other funds received by the Condominium Board in connection with the Common Elements be utilized to defray any Common Expenses.

(vi) to borrow money on behalf of the Condominium in accordance with §339-jj of the Real Property Law when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however,

that: (a) the affirmative consent of at least 66 2/3% of the Members of the Condominium Board shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) with respect to the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, the affirmative consent of at least 66 2/3% in aggregate Common Interest of all Unit Owners shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (c) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (d) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (vi) shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file against such Unit Owner's Unit.

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor which shall at no time be less than two and that each check drawn on such account shall need at least two signatures.

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements.

(ix) to obtain insurance pursuant to the terms of section 5.4 hereof.

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners (except as otherwise provided herein); (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property.

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws.

(xii) to obtain and keep in force fidelity bonds, in amounts deemed appropriate by the Condominium Board, but in no event less than $100,000, for: (a) all Members of the Condominium Board; (b) all officers and employees of the Condominium; and (c) the Managing Agent, and the premiums on all such fidelity bonds shall constitute a part of the Common Expenses.

(xiii) to accept the surrender of any Unit pursuant to the terms of paragraph (D) of section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners.

(xiv) to purchase, lease, or otherwise acquire Units offered for sale, lease or assignment by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners but only with the consent of a Majority of Unit Owners.

(xv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise and on behalf of all Unit Owners but only with the consent of a Majority of Unit Owners.

(xvi) to sell, lease, license, mortgage and otherwise deal with Units and Ancillary Amenities acquired by, and to sublease Units leased by, the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to vote the interest appurtenant to any such Unit.

(xvii) to adopt and amend the Rules and Regulations and to levy and authorize collection of fines against Unit Owners for violations of the Rules and Regulations and these By-Laws (any such fines and fees shall be deemed to constitute Common Charges payable by Unit Owners of the Unit against which they are levied).

(xviii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners.

(xix) to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and the By-Laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and the By-Laws.

(xx) to organize corporations and other legal entities to act as the designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium.

(xxi) to execute, acknowledge and deliver: (a) any and all declarations (including a declaration of single zoning lot) or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building, and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate, and (c) any and all declarations, consents, waivers or other instruments requested by Sponsor or a Development Rights Owner, with respect to Sponsor's or a Development Rights Owner's utilization, sale or transfer of Excess Development Rights.

(xxii) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modification, additions and deletions theretofore made to the same.

(xxiii) to prepare, execute, acknowledge and institute on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, protests of real property tax assessments and tax certiorari proceedings with respect to all Units and to assess any costs incurred thereby as a Common Expense.

(xxiv) to commence summary eviction proceedings in the name of or on behalf of the Condominium Board and/or a Unit Owner or Unit Owners, as the case may be, against an authorized guest and/or a tenant of a Unit Owner if such authorized guest and/or tenant does not conform to the Rules and Regulations of the Condominium, annexed hereto as Schedule A, as said

Rules and Regulations may at any time and from time to time, be modified, amended or added to in accordance with the terms of these By-Laws. All costs in connection with the removal of the authorized guest and/or tenant, including attorneys' fees, costs and disbursements, shall be borne by the Unit Owner.

(xxv) to establish policies and procedures and impose fees in connection with the sale, lease or alteration of a Unit.

(xxvi) to establish policies and procedures with respect to the services and facilities of the Condominium and the Common Elements, including, without limitation, the right to impose usage fees and restrictions on hours of access and/or use.

(xxvii) to acquire, finance the acquisition of, lease, sublease, license and maintain the Resident Manager's Unit and otherwise deal in any way with respect to such Resident Manager's Unit in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, including, without limitation, the execution, replacement or refinance of the purchase money mortgage(s) and note(s) with respect to the acquisition of such Resident Manager's Unit from Sponsor, including, without limitation, the right to (i) assign to Sponsor and/or the institutional lender as additional collateral for the loan, the Condominium's rights in and to receive future income of all types including the Common Charges; (ii) create a security interest in, assign, pledge, mortgage or otherwise encumber funds or other real or personal property that it holds; (iii) agree to increase Common Charges to the extent necessary to pay the amounts due under the loans; and (iv) agree that Common Charges be treated as trust funds to the extent necessary to make required payments to either Sponsor or the institutional lender.

(xxviii) to prepare, execute and administer Ancillary Amenity Licenses and assignments thereof and to impose license fees and/or Special Assessments in connection therewith, which shall constitute Additional Common Charges.

(xxix) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

(xxx) to acquire in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners, Ancillary Amenity Licenses terminated or surrendered to the Condominium.

(xxxi) to adjust the First Year's Budget to reduce the Common Charges if some or all of the services or facilities are not available at the First Closing.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Section 2.5 *Certain Limitations on the Powers of the Condominium Board*.

Notwithstanding anything to the contrary contained in these By-Laws, so long as Sponsor shall continue to own at least 25% in number of all Units, but in no event later than 5 years after the First Closing, the Condominium Board may not, without Sponsor's prior written consent:

(i) make any addition, alteration, or improvement to the Common Elements or to any Unit, unless the same shall be required by Law;

(ii) assess any Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a working capital, reserve, contingency, or surplus fund;

(iii) increase or decrease the number of, or change the kind of employees from those described in the First Years Budget;

(iv) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services in excess of those described in the First Year's Budget set forth in the Plan, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business;

(v) borrow money on behalf of the Condominium; or

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

However, Sponsor may not diminish or eliminate services, facilities or any line items described in the First Year's Budget and Sponsor's written consent shall not be necessary to perform any function or take any action described in clauses (i) through (vi) above, if, and only if, the performance of such function or the carrying out of such action is necessary to: (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer or (iv) to ensure the health and safety of the occupants of the Building.

Section 2.6 *Exercise and Delegation of Powers and Duties*.

(A) Any act within the power of the Condominium Board to perform, and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Condominium Board.

(B) The Condominium Board may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise, all of the powers of the Condominium Board, subject to both the exceptions and limitations as the Condominium Board may from time to time deem appropriate, during the intervals between the meetings of the Condominium Board. In addition, the Condominium Board may from time to time appoint, by duly adopted resolutions, such other committees as the Condominium Board may deem appropriate to perform such duties and services as the Condominium Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in subsection (D) of this section 2.6. The Executive Committee and each other committee shall consist of 3 Members of the Condominium Board.

(C) The Condominium Board may employ a Managing Agent to serve at a compensation approved by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations contained in subsection (D) of this section 2.6, the Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this section 2.6, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the Condominium Board shall not delegate to either of them or to any other committee, the powers or duties described in provisions (ii), (iv), (v), (vi), (x), (xiii), (xiv), (xv), (xvi) and (xvii) of subsection (A) of section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in

subsection (B) of this section 2.6 shall have, or be entitled to exercise, any of the powers of the Condominium Board, except to the extent permitted by Law.

Section 2.7 *Number, Election and Qualification of Members*. Until the First Annual Meeting held pursuant to the terms of section 4.1 hereof, the Condominium Board shall consist of 3 individuals, all of whom are to be designated from time to time by Sponsor. From and after the First Annual Meeting, the Condominium Board shall consist of 5 who shall be elected and/or designated in accordance with the terms of these By-Laws by the Unit Owners (including Sponsor) (collectively, the "Members"). The number of Members of the Condominium Board may not be increased or decreased without the consent of Sponsor for so long as Sponsor continues to own at least 1 Unsold Unit. Except for Members designated by Sponsor pursuant to the terms of this section 2.7 or of section 2.10 or 4.9 hereof, all Members of the Condominium Board shall be either: (i) individual Unit Owners or adult Family Members of an individual Unit Owner; or (ii) individual Permitted Mortgagees; or (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees. After the Sponsor Control Period, a majority of the Members of the Condominium Board must be owner-occupants of the Building who are unrelated to Sponsor or its principal. Notwithstanding the relinquishment of control by Sponsor, the Condominium Board cannot take any action whatsoever with would interfere to any degree with Sponsor's rights under the Plan or Sponsor's ability to meet its obligations under the Plan including without limitation Sponsor's obligation to procure a PCO for the Building. In addition, no individual may be elected to serve on the Condominium Board (nor may continue to serve on the Condominium Board) if (i) such individual has been convicted of a felony, or (ii) the Condominium Board has perfected a lien against the Unit owned or occupied by such individual and the amount necessary to release such lien has not been paid at the time of such election, or so long as such lien remains unpaid. In no event may more than one individual of a designated Unit serve on the Condominium Board or as an officer of the Condominium Board at the same time during the term of office.

Section 2.8 *Term of Office of Members*. The term of office of the 3 Members of the Condominium Board designated by Sponsor prior to the First Annual Meeting shall expire when the 5 individuals to be elected and/or designated at such meeting are so elected and qualified or designated, as the case may be. The term of office of each of the 5 individuals elected and qualified or designated, as the case may be, at the First Annual Meeting pursuant to the terms of section 4.9 hereof, shall be fixed at 1 year. Notwithstanding anything to the contrary contained in this section 2.8, however, each Member of the Condominium Board shall serve until a successor shall be elected and qualified or designated, as the case may be.

Section 2.9 *Removal and Resignation of Members*.

(A) Any Member of the Condominium Board who was elected thereto either by the Unit Owners, pursuant to the terms of section 4.9 hereof, or by the Condominium Board, pursuant to the terms of section 2.10 hereof, may be removed from office, with or without cause, by a vote of a Majority of Unit Owners. Any Member of the Condominium Board who was designated as such by Sponsor pursuant to the terms of section 2.7, 2.10, or 4.9 hereof, may be removed, with or without cause, only by Sponsor, subject to subsection (C) hereof. If any Member of the Condominium Board who was designated by Sponsor is removed, the successor shall also be designated by Sponsor. Any Member of the Condominium Board whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(B) Any Member of the Condominium Board may resign such Member's membership at any time by giving written notice thereof to the Condominium Board. In addition, any Member of the Condominium Board who shall cease to be qualified for membership pursuant to the terms of section 2.7 hereof shall be deemed to have resigned such Member's membership effective as of the date upon which such qualification shall cease.

(C) Notwithstanding anything to the contrary set forth in subsections (A) and (B) hereof, any Member of the Condominium Board may be removed "with cause" by an affirmative vote of a majority of the Condominium Board at a special meeting duly called for such purpose, in which case the replacement will be elected by the Unit Owners or designated by Sponsor.

Section 2.10 *Vacancies*.

(A) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a Member who was elected thereto by the Unit Owners shall be filled by an individual who is qualified to be a Member pursuant to the terms of section 2.7 hereof and who is elected by a vote of the majority of the Members of the Condominium Board elected or designated by the Unit Owners then in office. A special meeting of the Condominium Board shall be held for the purpose of filling any such vacancy promptly after the occurrence thereof, and the election held thereat shall be effective to fill such vacancy even if the number of Members present at such meeting shall not constitute a quorum.

(B) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a Member who was designated as such or elected by Sponsor shall be filled by an individual designated by Sponsor.

(C) Each Member of the Condominium Board who is elected thereto or designated as such to fill a vacancy pursuant to the terms of subsection (A) or (B), respectively, of this section 2.10 shall serve as a Member of the Condominium Board for the remainder of the term of the Member replaced and until a successor shall be selected and qualified at the appropriate annual meeting of the Unit Owners pursuant to the terms of section 4.9 hereof.

Section 2.11 *Organizational Meeting of the Condominium Board*. The first meeting of the Condominium Board following each annual meeting of the Unit Owners shall be held within 10 days of such annual meeting, at such time and place as shall be both fixed informally by a majority of the Members of the Condominium Board and designated by the Secretary in a written notice given to all Members thereof by personal delivery or mail not later than five business days prior to such date. At such meeting, the officers of the Condominium Board shall be elected.

Section 2.12 *Regular Meetings of the Condominium Board*. Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the Members thereof, provided that at least four (4) such meetings shall be held during each fiscal year. Written notice of all regular meetings of the Condominium Board shall be given by the Secretary to each Member thereof by personal delivery, mail, overnight courier, fax or e-mail, at least 5 business days prior to the day named for such meeting.

Section 2.13 *Special Meetings of the Condominium Board*. The President may call a special meeting of the Condominium Board whenever the President deems the same to be necessary or desirable. In addition, the President shall call such a meeting upon the written request of 3 or more Members of the Condominium Board. Written notice of all special meetings shall be given by the Secretary to each Member thereof by personal delivery, mail, overnight courier, facsimile, or e-mail at least 3 business days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 2.14 *Waiver of Notice of Meetings*. Any Member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Member of the Condominium Board at any meeting thereof shall constitute a waiver by the Member of notice of the time and place thereof. If all of the Members of the Condominium Board are present at any meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.15 *Quorum of the Condominium Board*. A quorum of the Condominium Board is required to be present at a Condominium Board meeting in order to make any determination or to transact any business. To constitute a quorum of the Condominium Board, attendance of a majority of all of the Members of the Condominium Board will be required at the Condominium Board meeting for any business relating to the General Common Elements, the Common Expenses or all or a portion of the Units.

In connection therewith, one or more Members of the Condominium Board may participate in any meeting thereof virtually by means of a conference telephone, video conference, or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the Members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the original meeting (i.e. the meeting that was originally called but due to lack of quorum did not take place) may be transacted without further notice.

Section 2.16 *Conduct of Meetings*. The President shall preside at all meetings of the Condominium Board, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Condominium Board, shall govern the conduct of the meetings of the Condominium Board unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act.

Section 2.17 *Decisions by the Condominium Board*. Except as otherwise provided in the Declaration or these By-Laws, the vote of a majority of the Members attending a duly constituted meeting of the Condominium Board at which a quorum is present shall decide all matters on behalf of the Condominium Board relating to the Common Elements, the Common Expenses, and all or any portion of the Units.

Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the Members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Condominium Board.

Section 2.18 *Compensation of Members*. No Member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.19 *Common or Interested Members of the Condominium Board*. Each Member of the Condominium Board shall perform duties, and shall exercise powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Condominium Board and either (i) any of its Members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the Members of the Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such Member of the Condominium Board was present at the meeting or meetings of the Condominium 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: (x) the fact thereof is disclosed to, or known by, the Condominium Board or a majority of the Members thereof and noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by a vote of a majority of the entire Condominium Board, less the number of such Members; or (y) the fact thereof is disclosed to, or known by, a Majority of Unit Owners, and a Majority of Unit Owners shall authorize, approve, or ratify such contract or transaction.

Any such Member of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board that authorizes, approves, or ratifies any such contract or transaction, but no such Member shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

Section 2.20 *Indemnification*.

2.20-1 Indemnification of Board Members and Officers.

2.20-1.1 To the extent permitted by Law, the Members of the Condominium Board shall have no personal liability with respect to any contract, act or omission of the Condominium Board or of any Managing Agent or manager in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as set forth in section 4.12 hereof. Every contract made by the Condominium Board or by the Managing Agent shall state that it is made by the Condominium Board or the Managing Agent, only as agent for all Unit Owners and that the Members of the Condominium Board or the Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners). Any such contract may also provide that it covers the assets, if any, of the Condominium Board. To the extent permitted by Law, the Members of the Condominium Board shall have no liability to Unit Owners except that a Member of the Condominium Board shall be liable for such Member's own bad faith or willful misconduct. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interest, indemnify each Member of the Condominium Board against any liability or claim except those arising out of such Member's own bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any Member of the Condominium Board, any Unit Owner, Sponsor or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

2.20-1.2 Neither the Condominium Board nor any Member thereof shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Condominium 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 Condominium Board or any Member thereof; or

(ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or the Common Elements and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow, ice, or other casualty that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

ARTICLE 3

OFFICERS

Section 3.1 *General*. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer. The Condominium Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its discretion may be necessary or desirable. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2 *President*. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation

organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL"), including, but not limited to, the power to appoint the members of all committees created by the Condominium Board from amongst the Unit Owners from time to time as the President may decide, in the President's discretion, are appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3 *Vice President*. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Condominium Board shall appoint some other Member of the Condominium Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon the Vice President from time to time by the Condominium Board or by the President.

Section 3.4 *Secretary*. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5 *Treasurer*. The Treasurer 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 Condominium Board or in the name of the Managing Agent in such depositories as may from time to time be designated by the Condominium Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6 *Election, Term of Office and Qualification of Officers*. Each of the officers of the Condominium shall be elected annually by a majority vote of all Members of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. The President, Vice President, and the Treasurer shall be elected from amongst the Members of the Condominium Board. Such officers need not be Unit Owners and need not have any interest in the Condominium if they are designated by Sponsor. Such officers must be Unit Owners if they are elected by the other Unit Owners. The other officers of the Condominium Board need not be Unit Owners and need not have any interest in the Condominium.

Section 3.7 *Removal and Resignation of Officers*. Any officer of the Condominium Board may be removed from office, with or without cause, by an affirmative vote of a majority of the Members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the Condominium Board. Finally, if the President, Vice President, or the Treasurer of the Condominium shall cease to be or shall be suspended as a Member of the Condominium Board during their term of office, such officer shall be deemed to have resigned office effective upon the date upon which the membership shall cease.

Section 3.8 *Vacancies*. Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.9 *Compensation of Officers*. No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.10 *Indemnification of Officers*. Each officer shall be indemnified as set forth in section 2.20.

ARTICLE 4

UNIT OWNERS

Section 4.1 *Annual Meetings of the Unit Owners*. The First Annual Meeting will be held on (i) a date that is approximately 30 days after the second anniversary of the First Closing or (ii) such earlier date on which the initial Condominium Board has scheduled the First Annual Meeting, in its sole discretion. At such meeting, a 5 Member Condominium Board shall be elected and/or designated, as provided both in this Article 4 and in Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held on or about the anniversary date of the First Annual Meeting. At each such subsequent meeting, the Unit Owners (including Sponsor) shall elect successors to the Members of the Condominium Board whose term of office expires on the day of such meeting and shall transact such other business as may properly come before such meeting.

Section 4.2 *Special Meetings of the Unit Owners*. The President shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such a meeting signed by Unit Owners having, in the aggregate, not less than 40% of the Common Interest of all Unit Owners. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3 *Place of Meetings*. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place in the Borough in which the Property is located as may be designated by the Condominium Board.

Section 4.4 *Notice of Meetings*.

(A) The Secretary of the Condominium shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail, or telegram addressed to the Unit Owner's address at the Property or by email to the email address provided by such Unit Owner, not less than 10 nor more than 40 days prior to the day fixed for the meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Secretary of the Condominium not less than 10 days prior to the giving of notice of the applicable meeting.

(B) If the business to be conducted at any meeting of the Unit Owners shall include the consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be mailed to all Unit Owners at least 30 days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

Section 4.5 *Quorum of the Unit Owners*. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of Unit Owners owning Units to which 40% or more of the aggregate Common Interest appertain shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

Section 4.6 *Conduct of Meetings*. The President shall preside at all meetings of the Unit Owners, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Unit Owners present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Unit Owners, unless the same shall be in conflict with the terms of the Declaration, these By-

Laws, or the Condominium Act. All votes of the Unit Owners shall be tallied by the persons appointed by the presiding officer of the meeting.

Section 4.7 *Order of Business*. The order of business at all meetings of the Unit Owners shall be as follows:

(A) Roll call;

(B) Proof of notice of meeting;

(C) Reading of the minutes of the preceding meeting (unless waived);

(D) Reports of officers of the Condominium;

(E) Reports of Members of the Condominium Board;

(F) Reports of committees;

(G) Election of inspectors of election (when so required);

(H) Election of Members of the Condominium Board (when so required);

(I) Unfinished business; and

(J) New business.

The order of business at meetings of Unit Owners can be adjusted in the sole discretion of the Condominium Board.

Section 4.8 *Voting*.

(A) Subject to the terms of section 4.9 hereof, each Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Unit) shall be entitled to cast 1 vote at all meetings of the Unit Owners for each .0001% of Common Interest attributable to such Unit Owner's Unit(s).

(B) Notwithstanding the terms contained in subsection (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In addition, neither the Condominium Board nor any designee thereof shall be entitled to vote the Common Interest appurtenant to any Unit owned by the Condominium Board or such designee. The Common Interest of all Units whose owners are precluded from voting pursuant to the terms of this subsection (B) will be excluded when computing the aggregate Common Interest of all Unit Owners for voting purposes.

(C) A fiduciary shall be the voting Member with respect to a Unit owned in a fiduciary capacity. In addition, if 2 or more Persons own a Unit, they shall designate 1 Person amongst them to vote the 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 all of such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under 1 ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual 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.

(D) The owner of any Unit may designate any Person to act as a proxy on such Unit Owner's behalf. The designation of any such proxy shall be made in a written notice both signed and dated

by the designator and delivered to the Secretary of the Condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Condominium; however, no revocation of such designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary of the Condominium or, if such revocation is made at a meeting of the Unit Owners during which the Secretary of the Condominium is not in attendance, by the individual acting as the secretary of such meeting, except with respect to the designation of a Permitted Mortgagee to act as the proxy of its mortgagor(s), no designation to act as a proxy shall be effective for a period in excess of 6 months after the date thereof.

Section 4.9 *Election of Members to the Condominium Board*.

(A) When voting for Members of the Condominium Board, each Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Units) shall be entitled to cast 1 vote for each .0001% of Common Interest attributable to the Unit(s) per Member to be elected. However, nothing contained herein shall be deemed to permit any Unit Owner to cumulate the votes attributable to the ownership of a Unit in favor of any 1 or more Members to be elected. In addition, the terms of subsections (B), (C) and (D) of section 4.8 hereof shall apply to all elections of Members of the Condominium Board.

(B) All elections of Members of the Condominium Board shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation number(s) of the Unit(s) owned by the voting Unit Owner; (iii) the percentage(s) of the Common Interest appurtenant to such Unit(s); and (iv) the names of the candidates for whom such ballot is cast (the number of which names shall not exceed the number of Members to be elected). Any ballot that is not cast in conformity with this subsection (B) shall not be counted. All election ballots shall be retained in the records of the Condominium, appropriately segregated by election for a period of 2 years.

(C) Subject to the terms of subsection (D) of this section 4.9, all elections of Members of the Condominium Board shall be determined by plurality vote of Unit Owners present, in person or by proxy, at a duly convened meeting.

(D) At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interest attributable to the Unsold Units as it sees fit. However, at elections of Members to the Condominium Board held during the Sponsor Control Period, Sponsor shall have the right to designate 3 of the 5 Members to the Condominium Board, and Sponsor, and all other Unit Owners shall have the right to vote for the remaining Members of the Condominium Board. Sponsor reserves the right to relinquish control of the Condominium Board prior to the expiration of the Sponsor Control Period.

Subsequent to the Sponsor Control Period, until the later to occur of (a) the second anniversary of the First Closing or (b) the Closing of Title to all Units, Sponsor shall have the right to designate one (1) Member to the Condominium Board, and shall have the right to vote its Common Interest attributable to the Unsold Units for the remaining Members of the Condominium Board. There is no restriction on the right of Sponsor to vote for Members of the Condominium Board who are not related to or affiliated with Sponsor.

(E) Within thirty (30) days after the expiration of the Sponsor Control Period, and assuming the First Annual Meeting has not yet occurred, 2 of the 3 Members of the Condominium Board who were designated by Sponsor shall resign and their replacements shall be filled by a vote of the Unit Owners (including Sponsor for so long as Sponsor shall own any Unsold Unit) at a special meeting called for such purpose.

Section 4.10 *Action Without a Meeting*. Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if the number of Unit Owners sufficient (both in absolute number and aggregate Common Interest whenever applicable) to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this section 4.10 shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

Section 4.11 *Title to Units.* Title to any Unit may be taken by any Person or by any two or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate. The sale of a Unit to a corporation, partnership, limited partnership, trust or any other entity (including any entity or person entitled to diplomatic or sovereign immunity) may require the delivery to the Condominium Board or its managing agent at Closing (i) any and all documents as are reasonably requested by the Condominium Board, including without limitation, a personal guaranty, a subjection to jurisdiction, occupancy agreement and escrow agreement; and (ii) an amount equal to the current Common Charges for such Unit for a period of 2 years, to be held in escrow by the Condominium Board, as security for the faithful observance by such Unit Owner of the terms, provisions and conditions contained in these By-Laws.

Section 4.12 *Contractual Liability of Unit Owners*. Every contract made by the Condominium Board, by any officer of the Condominium, or by any superintendent or Managing Agent of the Building shall state (if obtainable and in addition to the limitation of liability of the Members of the Condominium Board and the officers of the Condominium pursuant to the terms of sections 2.20 and 3.10 hereof, respectively) that the liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners in the case of a contract relating to the Common Elements, and (ii) such Unit Owner's interest in the Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5

OPERATION OF THE PROPERTY

Section 5.1 *Maintenance and Repairs*.

(A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit and all portions thereof, including, but not limited to, the interior walls, partitions, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, mechanical systems located in the Unit (including HVAC filters and parts), window panes, fireplace, firebox, dampers, mantel and flue, all entrance doors and Terrace doors and their frames and saddles, exposed plumbing, gas and heating fixtures and equipment, heating and cooling systems, air conditioning units, lighting and electrical fixtures and any Common Elements incorporated therein pursuant to subsection (B) of section 5.8 hereof, but excluding any other Common Elements contained therein, shall be performed by such Unit Owner at its sole cost and expense (except for any skylights located in a Unit, which shall be performed by the Condominium Board at the sole cost and expense of such Unit Owner);

(ii) in or to the General Common Elements (other than any General Common Elements incorporated into one or more Units pursuant to the terms of subsection (B) of section 5.8 hereof, but including without limitation all GCE Vault Spaces, which are treated as

General Common Elements for the purposes of the Condominium Documents) shall be performed by the Condominium Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense;

(iii) in or to the Limited Common Elements shall be performed (a) by the Condominium Board as a Common Expense, if involving structural or extraordinary maintenance, repairs, or replacements (including, but not limited to, the repair of any leaks that are not caused by the acts or omissions of the Unit Owner having direct and exclusive access thereto), or (b) by the Unit Owner having direct and exclusive access thereto at such Unit Owner's sole cost and expense, if involving painting, decorating and non-structural ordinary maintenance, repairs or replacements (including without limitation, the removal of snow, ice and accumulation of water on any Terrace).

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect or need for repairs for which the Condominium Board is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in subsection (A) of this section 5.1, if any painting, decorating, maintenance, repairs, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, are necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium as a Common Expense attributable to all Unit Owners if relating to the Common Elements except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace the Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any roof, Terrace, or other part of the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, including, without limitation, painting, repairs and replacements that is necessary in connection therewith. The Condominium Board shall be responsible for the maintenance and repair of all sidewalks surrounding the Building (including, cleaning and snow and ice removal) as if the sidewalks were General Common Elements.

The interior and exterior glass surfaces of all windows located in Units (i) shall not be colored or painted and (ii) shall be washed and cleaned by the Unit Owner at such Unit Owner's sole cost and expense. The replacement of any glass window located in a Unit because of breakage or otherwise shall be made by the Unit Owner thereof at the sole cost and expense of such Unit Owner, including, without limitation, the expense of an exterior hoist if the replacement window does not fit into the service elevator (unless such breakage is caused by the Condominium Board or any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such other Unit Owner, as the case may be). Prior to the replacement of any glass window, the Unit Owner must obtain the prior approval of the Condominium Board with respect to the type of replacement windows to be installed.

The public areas of the Building as well as the private areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, as determined by the Condominium Board in its sole discretion, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior surfaces of windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit Owner's Unit. To promote a consistent appearance of the Building from the outside, (x) no Unit Owner shall be permitted to enclose, erect a greenhouse and/or alter a Terrace appurtenant to a Unit, in such a way that will alter the conformity of the Building, without the prior approval of the Condominium Board; and (y) all window treatments in a Unit must contain white backing on the side facing the outside of the Building so that when the shades are down or curtains drawn, the effect from the outdoors is a visually harmonious white appearance. Additionally, the type, size, weight and quantity of plantings and other installations to be placed on Terraces shall be subject to the prior approval of the Condominium Board and shall be in compliance with Law.

All maintenance, repairs, and replacements with respect to the Units must be performed in accordance with Law, including (to the extent applicable) in accordance with any and all requirements of Landmarks Preservation Commission.

(D) In the event that any Unit Owner, after receipt of written notice from the Condominium Board, fails or neglects in any way to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this section 5.1 (or of any Common Elements for which such Unit Owner is responsible under the Declaration or these By-Laws), the Condominium Board may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within 5 days after receiving notice of such default by the Condominium Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible, together with interest thereon at the rate of 2% per month (but in no event in excess of the maximum rate permitted by Law) and all legal fees that may have been incurred by the Condominium as a result of such failure or neglect by the Unit Owner, shall be immediately payable by such Unit Owner to the Condominium Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

Section 5.2 *Alterations, Additions, Improvements, or Repairs in and to Units.*

(A) The provisions of this subsection (A) are subject in their entirety to the provisions of subsection (B) of this section 5.2 set forth below. No Unit Owner may make any structural alteration, addition, improvement or repair, in or to the Unit or its appurtenant Limited Common Elements without the prior approval of the Condominium Board. Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option, require the Unit Owner to: (i) procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe; and (ii) execute an alteration 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, including, without limitation, the indemnity referred to in subsection (D) hereof and the days and hours during which any such work may be done. The Condominium Board shall have the right to approve Unit Owner's contractors and materialpeople. In connection with such alterations, additions, improvements and/or repairs, each Unit Owner shall employ only such laborers and other workers as shall not conflict with any other worker employed in the Building or otherwise cause disharmony with any Building service union. Unit Owners shall not be permitted to engage any Building staff or any contractors or sub-contractors engaged by either the Condominium Board or Sponsor in connection with a Unit Owner's alterations, additions, improvements or repairs to such Unit. The Condominium may impose charges upon the Unit Owner to

reimburse the Condominium for architectural, engineering, legal and other fees incurred in reviewing the Unit Owner's request for approval and in monitoring the work performed until completion and a fee payable to the Managing Agent for processing the alteration application.

(B) Except to the extent prohibited by Law, Sponsor shall have the right, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any:

i) to make alterations, additions, improvements, or repairs in or to the interior portions of Unsold Units and their appurtenant Limited Common Elements, whether structural or non-structural, ordinary or extraordinary, including, without limitation, any alterations with respect to the type, number, or layout of rooms in each Unsold Unit;

ii) to amend the Certificate of Occupancy of the Building with respect to the use or number of the Unsold Units;

iii) without amendment to the Plan, to (i) subdivide and/or combine any Unsold Unit and/or (ii) change any Unsold Units in size by relocating a boundary wall between Unsold Units and/or or (iii) otherwise change the size and/or number of Unsold Units, including incorporating General Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Unit) which exclusively benefit an Unsold Unit into such Unsold Unit without changing the percentage of Common Interest of such Unit. In the event of a subdivision, combination, and/or change in size of any Unsold Unit, Sponsor shall additionally have the right to reapportion among the affected Unsold Units their respective Common Interest;

provided, however, that, with respect to any such alteration, addition, improvement, or change in, to, of, or upon any Unsold Unit:

a) (i) no physical modifications shall be made to any Unit that is not an Unsold Unit or to any Limited Common Elements appurtenant to a Unit that is not an Unsold Unit, (ii) no modifications shall be made to Common Interest appurtenant to any Unit that is not an Unsold Unit or any interior dimensions of any Unit that is not an Unsold Unit – unless, in the case of both (i) and (ii) hereof, the owner of such other affected Unit consents thereto.

b) Sponsor shall comply with Law and the terms of the Declaration and these By-Laws.

c) Sponsor shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom.

d) such alteration, addition, improvement, repair or change shall not jeopardize the soundness, mechanical systems or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property.

Notwithstanding the foregoing, however, the aggregate amounts of the Common Interest of all the Units shall always remain at 100%, and no reapportionment of the Common Interest appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest of the affected Unit has been based upon the factors set forth in Article 8 of the Declaration. The certification referred to in the preceding sentence shall be delivered by Sponsor or any other Person reasonably acceptable to the Condominium Board. By written permission of the Condominium Board, which permission shall not be unreasonably withheld, conditioned, or delayed, any other Unit Owner may be given with respect to such Unit the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Units.

(C) Notwithstanding the foregoing, all Unit Owners (including without limitation Sponsor), prior to the making of any alteration, addition, improvement or repair in or to their respective Unit and its appurtenant Limited Common Elements, if any, must (i) procure and maintain such insurance as the Condominium Board may reasonably require, (ii) indemnify the Condominium Board and the Managing Agent against any liability arising from the work and (iii) comply with Law (including without limitation any and all requirements by Landmarks Preservation Commission). All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with Law. The Condominium Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit provided that, with respect to all such work of a structural nature to a Unit or its appurtenant Limited Common Elements (but other than that of the nature described in subsection (B) of this section 5.2), the same was approved by the Condominium Board pursuant to the terms of subsection (A) of this section 5.2.

(D) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to the Unit and appurtenant Limited Common Elements) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in subsection (C) hereof; (ii) to any contractor, subcontractor, materialperson, architect, or engineer on account of any alterations, improvements, additions, or repairs made or caused to be made by any Unit Owner; or (iii) to any Person asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to the Unit and appurtenant Limited Common Elements, if any, shall agree (in a writing executed and delivered to the Condominium Board, if the Condominium Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the Members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

(E) In addition to the requirements set forth above in this section 5.2, until a PCO is obtained for the Building, no Unit Owner shall make any alterations in or to the Unit or its appurtenant Common Elements without first notifying Sponsor in writing and complying with Sponsor's requirements with respect to the alterations. Such requirements may include, but need not be limited to, the requirements that:

(i) such work not include any change that would result in a delay in obtaining a TCO or PCO for the Building, or any amendment to, or extension of, the TCO or PCO if theretofore issued;

(ii) the Unit Owner post a bond or other similar security that is reasonably acceptable to Sponsor in any amount sufficient (in Sponsor's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with all governmental authorities having jurisdiction with respect to such work and the completion of the work;

(iii) such work not be commenced until the 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;

(iv) 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;

(v) Sponsor and its representatives shall be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(vi) promptly after the completion of such work, all necessary inspections and approvals of the work 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;

(vii) the Unit Owner shall indemnify 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 Law or due to any delay in obtaining a TCO or PCO for the Building (or any amendment to, or extension of, the TCO or PCO if theretofore issued) as a result of such work or the failure to make all appropriate governmental filings in connection with same; and

(viii) all contractors shall be duly licensed to the extent required by applicable Law 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 Condominium 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 alterations, Sponsor shall be entitled to cause such work by the Unit Owner to be halted, including, without limitation, to cause the Managing Agent to deny access to the Building to the Unit Owner's workers and suppliers, until the Unit Owner complies with the same. During the period until the Unit Owner is permitted hereunder to resume its work, Sponsor shall have the right to (a) perform any and all work in and to the Unit as shall be necessary, in Sponsor's sole judgment, in order to avoid or mitigate any delay in obtaining a TCO or PCO for the Building (or any amendment to, or extension of, the TCO or PCO), 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, (b) close out or otherwise assume complete control over any open applications and/or permits associated with the work, including without limitation to substitute the person who opened the application or permit with an architect chosen by Sponsor, and/or (c) otherwise take any other actions necessary in Sponsor's sole discretion (to the extent permitted by Law) in order to avoid or mitigate any delay in obtaining a TCO or PCO for the Building (or any amendment to, or extension of, the TCO or PCO). Any costs or expenses incurred by Sponsor associated with the foregoing provisions (a), (b), and/or (c) shall be borne by such Unit Owner and shall be paid to Sponsor within 15 days of Sponsor's written demand therefor.

Section 5.3 *Alterations, Additions, or Improvements to the Common Elements*. Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a Common Expense attributable to all Unit Owners. Notwithstanding the foregoing, however, whenever the cost and expense of such alterations, additions, or improvements would, in the judgment of the Condominium Board, exceed $500,000, at any one time, in any fiscal year, such proposed alterations, additions or improvements shall not be made unless first approved by the Unit Owners (including Sponsor if Sponsor then owns any Unsold Unit) owning 66 2/3% of the aggregate Common Interest at a duly constituted meeting of the Unit Owners, as applicable, and by the Mortgage Representatives, if any. Except as otherwise provided in the Declaration and in these By-Laws, all such alterations, additions, or improvements costing $500,000 or less, in any fiscal year may be made as aforesaid without the approval of either the Unit Owners or any Mortgage Representatives. Notwithstanding the foregoing, no additions, alterations, or improvements shall be made to any of the Common Elements, regardless of the cost thereof, unless the prior written consent of Sponsor is first obtained, provided, however,

that Sponsor's written consent is not necessary if such additions, alterations, or improvements to the Common Elements is required to (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer. In no event will the limitations imposed in the preceding sentence continue beyond the earlier to occur of (i) 5 years from the First Closing or (ii) until such time as Sponsor no longer owns 25% in number of all Units.

Section 5.4 *Insurance*.

(A) To the extent commercially reasonable, the Condominium Board shall obtain, and shall maintain in full force and effect, a commercial property policy for special causes of loss, on a full replacement cost valuation, with agreed amount, insuring the General Common Elements (including without limitation the GCE Vault Spaces), the structural components of the Limited Common Elements (including without limitation pavers, parapets, railing, and/or glass), together with all building service machinery contained therein, and covering the interests of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interest may appear, but expressly excluding (i) all Units, as "Unit" is defined in article 6 of the Declaration, (ii) all non-structural components of any Limited Common Elements appurtenant to Units, (iii) all Unit Owner Property, including without limitation any Unit Owner Property located within any Common Elements. Said property policy shall contain:

(i) waivers of subrogation; and

(ii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear.

(B) The Condominium Board shall also obtain and maintain, to the extent commercially reasonable:

(i) commercial general liability insurance of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, written by companies with an A.M. Best Company rating of at least A-IV, covering all claims for bodily injury or property damage arising out of any occurrence on the Property and listing the Condominium (including the Condominium Board) as the first named insured and the following as additional insureds: (i) the members of the Condominium Board, (ii) the Managing Agent, (iii) each officer and employee of the Condominium, and (iv) each Unit Owner, with such coverage to be primary and not on an excess or contributory basis with any other policy which may be available to the Condominium Board or Managing Agent – provided, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit, any Limited Common Elements appurtenant thereto, or any licensed Ancillary Amenities that a Unit Owner may own;

(ii) association fees insurance (including without limitation Common Charges and Ancillary Amenities license fees) and any other business income in a minimum amount equal to the aggregate of all Common Charges and Ancillary Amenities license fees for such period of coverage;

(iii) worker's compensation, employers' liability and New York State disability benefits insurance pursuant to statutory limits;

(iv) boiler and machinery (including equipment) breakdown coverage;

(v) directors' and officers' liability insurance in the minimum amount of $1,000,000;

(vi) employee dishonesty (including crime) coverage to protect the funds held by the Condominium, for which the minimum amount of coverage shall be equal to the maximum amount of funds held by or on behalf of the Condominium, and the policy shall be extended to also include a managing agent rider to extend protection to the Condominium for funds that are held by the managing agent and their employees;

(vi) commercial umbrella insurance in the minimum amount of $40,000,000; and

(vii) such other insurance as the Condominium Board shall from time to time determine.

(C) To the extent obtainable at commercially reasonable premiums, (a) all liability insurance policies which the Board is required to maintain must provide that each Unit Owner is an additional insured party and (b) all policies which the Board is required to obtain (including without limitation property and liability) must contain waivers of subrogation and shall provide that such policies may not be cancelled or substantially modified without 30 days' prior written notice to all of the insureds, including the Board, all Unit Owners and Permitted Mortgagees, who have requested the same from the Board in writing.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine.

The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year. Renewals shall be obtained at least 10 days' prior to the expiration of the then current policies. Evidence of insurance or certificates of insurance of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be on file at the office of Managing Agent. Copies thereof shall be delivered to any Unit Owner or Permitted Mortgagee on written request thereof.

Until the first Condominium Board meeting following the First Annual Meeting, such liability insurance shall be in at least the sum set forth in the First Year's Budget with respect to bodily injury and property damage, combined single limit.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this section 5.4, together with the fees and disbursements of any Insurance Trustee appointed by the Condominium Board pursuant to the terms of these By-Laws, shall be borne by the Unit Owners as a Common Expense.

(E) 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.

(F) The Condominium Board is not required to obtain or maintain any insurance with respect to the Units (as "Unit" is defined in Article 6 of the Declaration), any non-structural components of any Limited Common Elements appurtenant thereto, and any Unit Owner Property. Each Unit Owner shall, at such Unit Owner's sole cost and expense, obtain and maintain in full force and effect such insurance, the types and amounts of which shall be determined by the Condominium Board in its sole discretion, insuring the Unit, any non-structural components of the Limited Common Elements appurtenant thereto, and any Unit Owner Property as well as liability insurance with respect to occurrences in or about the Unit, any Limited Common Elements appurtenant thereto, and any licensed Ancillary Amenities that a Unit Owner may own. All such policies must contain waivers of subrogation. To the extent any party is insured or required to be insured for any loss or damage hereunder, each party will look to its own insurance policies for recovery. All such certificates of insurance shall name the Condominium Board, the Condominium, and Sponsor as

additional insureds. For so long as Sponsor owns at least 1 Unsold Unit, any change or elimination of such requirement may only be made upon Sponsor's prior written consent. 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.

Section 5.5 *Casualty or Condemnation*.

(A) In the event that any of the Common Elements insured by the Condominium Board as per section 5.4(A) above, or any part thereof, are (i) damaged or destroyed by fire or other casualty ("Casualty Loss") or (ii) taken in condemnation or by eminent domain ("Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of section 5.4 hereof by reason of such Casualty Loss or any loss in a Taking caused by a covered peril or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the Condominium Board, if the same shall be $1,000,000 or less in the aggregate, or to the Insurance Trustee, if the same shall exceed $1,000,000 in the aggregate. In either instance, subject to the provision of subsection (D) of this section 5.5, all such monies actually received ("Trust Funds") shall be first solely and exclusively used to make repairs or replacement to any damaged or destroyed Shared Facilities, and the remainder shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this section 5.5. Notwithstanding anything to the contrary contained either in this subsection (A) or elsewhere in this section 5.5, however, in the event that any Unit, any portion thereof, or any non-structural portion of any Limited Common Element appurtenant thereto are taken in a Taking (regardless of whether or not all or a part of the Common Elements are contemporaneously taken), no such Unit Owner shall be deemed to have waived whatever rights that he may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of subsection (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration ("Work") of: (i) in the event of a Casualty Loss, the Common Elements that are insured per section 5.4(A) above that are affected by such Casualty Loss, or (ii) in the event of a Taking, the portion(s) of the Common Elements that are insured per section 5.4(A) above that are affected by such Taking. Damage or destruction to a Unit (as defined in Article 6 of the Declaration) as well as all non-structural components of all Limited Common Elements appurtenant to Units shall be promptly repaired or restored by the Unit Owner of the affected Unit. If, pursuant to the immediately preceding sentence, Work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the Work shall be performed to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. If a Unit Owner fails to repair or restore the Unit, the Condominium Board may cause the Unit to be repaired or restored and all costs in connection therewith shall be charged to the defaulting Unit Owner as a Special Assessment.

(C) In the event that Work shall be performed pursuant to the terms of subsections (B) and (D) of this section 5.5, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interest for Work to the General Common Elements and Limited Common Elements, and all proceeds of such Special Assessment shall become part of the Trust Funds. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to all Unit Owners in proportion to their respective Common Interest with respect to Work to the General Common Elements and Limited Common Elements, except that no payment shall be made to a Unit Owner until there has first been paid, out of such Unit Owner's share of such excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this subsection (C) for any projected deficiency in the amount of the Trust Funds available to the Condominium Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remaining unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interest with respect to Work to the General Common Elements and Limited Common Elements, free of any claim of any lienor (including without limitation, any Permitted Mortgagee). Until such time that the lien of a Sponsor Loan has been released, the "Insurance Trustee" for all purposes of the Declaration and By-Laws, including without limitation subsection (C) of this section 5.5, shall be the Sponsor Lender holding a first priority Permitted Mortgage on the Unsold Units (except as may be otherwise agreed to by such Sponsor Lender).

(D) If either 75% or more of the Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners (including Sponsor if Sponsor shall then own any Units), in aggregate Common Interest, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of subsections (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work 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 resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interest to the extent allocated to destroyed or damaged portions of the General Common Elements and Limited Common Elements except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to pay off any Permitted Mortgage and other unpaid liens on the Unit Owner's Unit in the order of priority of such liens. Notwithstanding anything to the contrary set forth herein, any action to terminate the legal status of the Condominium after substantial destruction or a Taking shall require the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interest of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any. The Condominium Board shall not be required to take any action to obtain the consent of the Permitted Mortgagees or Mortgage Representatives as set forth in this section 5.5(D) other than the requirements set forth in section 8.7 of these By-Laws. The provisions of this section 5.5(D) may not be amended, modified or deleted without the prior written consent of Sponsor for so long as Sponsor continues to own at least 1 Unsold Unit.

(E) In the event that 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 installments of Common Charges otherwise payable by the Unit Owner of any Unit so affected thereby shall not be abated.

(F) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of subsection (D) hereof, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Common Elements, if any, after such Taking bears to the total floor area of such Unit and its appurtenant Limited Common Elements, if any, prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest, appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the Taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Unit, and, in the event of a Taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either

event, the Common Interest of the other remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Condominium Board and the owners of all of the other or remaining Units together with the holders of the Permitted Mortgages.

(G) As used in this section 5.5, the terms:

(i) "Prompt repair or restoration" shall mean that the Work is to be commenced not more than either: (a) sixty (60) days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, or (b) 90 days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust Funds are payable to the Condominium Board pursuant to the terms of subsection (A) of this section 5.5, sixty (60) days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than sixty (60) days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

(H) Any dispute that may arise under this section 5.5 between Unit Owners or between any Unit Owner(s) and the Condominium Board shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

Section 5.6 *Use of the Property.*

(A) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior approval of the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any Law. No waste, rubbish, or debris shall be stored in the Common Elements.

(B) Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

(C) The Condominium Board, Sponsor, and their respective Permitted Users shall not be liable for any loss or damage caused by power outages, temperature fluctuations or other such causes in or around the Building, including without limitation in Units and/or the Ancillary Amenity Area(s). Any loss or damage in any Unit and/or Ancillary Amenity as a result thereof will be at the sole cost of the Unit Owner and/or Ancillary Amenity Licensee, as applicable.'

(D) Each Licensee shall be responsible for the cost of any additional insurance premiums resulting from storage of any items or materials that are not permitted under any insurance policy.

Section 5.7 *Use of the Units*.

(A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this section 5.7.

(B) The Units shall be used for residential purposes only – including permitted "home occupation" as defined in the Zoning Resolution (unless otherwise set forth herein), but excluding "dormitory," "bed and breakfast" or other transient hotel-type use. Not more than one family may occupy a Unit at any one time. A Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary, or any other entity (including, but not limited to, any federal or state agency, any foreign government and any embassy, consulate or other official representative thereof) may only be occupied (unless the Condominium Board otherwise consents in writing) by such individual, or by an individual officer, director, stockholder, or employee of such corporation, or by an individual partner or employee of such partnership, or a member of such limited liability company, or by such individual fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by an individual beneficiary of said fiduciary, or by an individual principal or employee of such other entity, respectively, or by Family Members and guests of any of the foregoing (and nothing herein contained shall be deemed to prohibit the exclusive occupancy of any such Unit by such Family Members). Notwithstanding the foregoing, Sponsor (with respect to the Unsold Units) or the Condominium (with respect to sold Units) may, in their sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased.

(C) Notwithstanding anything to the contrary contained in this section 5.7, the Condominium Board may, in its sole discretion and without the consent of the Unit Owners, grant permission for the use of any Unit as a professional office or for any purpose, provided that the nature and manner of such use complies with Law and does not violate the then existing certificate of occupancy for the Building. Any such consent shall be in writing and shall be personal to such Unit Owner. Any lessee of, or successor in title to, such Unit Owner shall be required to obtain the prior approval of the Condominium Board before using such Unit for any purpose other than that set forth in subsection (B) hereof.

(D) Notwithstanding anything to the contrary contained in this section 5.7, Sponsor may, in its sole discretion and without the consent of the Condominium Board or the Unit Owners, (1) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided the nature and manner of such use complies with Law and does not violate the then existing certificate of occupancy for the Building or any other applicable governmental regulations, (2) use any Unsold Units as model Units and offices for the selling, leasing, management, operation and promotion of the Unsold Units or for any other purpose, subject only to compliance with Law, and (3) lease any Unsold Unit to third parties for either long term or short term stays, in compliance with Law.

Section 5.8 *Use of the Common Elements*.

(A) Subject to the terms of subsections (B) and (C) of this section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. In addition, no furniture, packages, bicycles, strollers, or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators, or any other part of the Common Elements (except for those areas designated as an Ancillary Amenity Area) without the prior approval of the Condominium Board. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them. Accordingly, all Unit Owners shall require their tradesperson to utilize exclusively the elevator and entrance designated by the Condominium Board for transporting packages, merchandise, bicycles, or other objects.

(B) If a General Common Element is utilized by a single resident, and such General Common Elements exclusively service or benefit such resident's Unit(s) (for example, the entire length of a hallway that is adjacent to one Unit or multiple Units owned by the same owner), such Unit Owner shall, with the consent of the Condominium Board (which consent shall not be unreasonably withheld, conditioned,

or delayed), have the right to use such General Common Elements exclusively, 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 or reallocation of Common Interest shall be made by reason thereof. In such event, however, such owner or owners (i) shall, at such owner's or their sole cost and expense, both operate, maintain and repair such General Common Element for so long as such owner or owners exercise such exclusive right of use and restore such General Common Element to its original condition, reasonable wear and tear excepted, after such owner or owners cease to exercise such exclusive right of use, and (ii) shall still be prohibited from storing bicycles and strollers in any General Common Element hallways notwithstanding any exclusive use thereof.

(C) The terms of subsection (A) of this section 5.8 shall not apply to Sponsor for so long as there are any Unsold Units. Sponsor shall have the right, without charge or limitation, to: (i) erect and maintain signs, of any size or content determined by Sponsor on or about any portion of the Common Elements chosen by Sponsor including the area adjacent to the main entrance of the Building; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements (such as lobbies, corridors and the like), to sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Plan and the Condominium Documents. In no event, however, shall Sponsor be entitled to use any Common Elements in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes.

(D) Sponsor, for so long as Sponsor continues to own any Unsold Unit, and the Condominium Board shall have the right to lease, sublease, license, sell or otherwise convey to a Unit Owner any portion of the Common Elements which either Sponsor or the Condominium Board determines is no longer needed for the furnishing of the services and facilities (including reasonable access) for which such Common Elements were reasonably intended. Any revenue received for the sale, leasing, subleasing, licensing or other conveyance of such Common Elements shall be retained solely by Sponsor or the Condominium Board, as applicable.

(E) Unit Owners are advised that the City of New York has the right at any time without notice to reclaim some or all of the GCE Vault Spaces, regardless of the use thereof by the Condominium and the Unit Owners (including without limitation the Storage Locker licensees). To the extent that the City of New York reclaims some or all of the GCE Vault Spaces, the Condominium will no longer have the right to utilize such reclaimed GCE Vault Spaces, e.g. (a) if such reclaimed GCE Vault Spaces had housed any mechanical equipment servicing the Condominium, the Condominium would be obliged to relocate such mechanical equipment to different location(s) in the Building, which relocation may result in the repurposing (and therefore loss) of one or more amenity areas (including without limitation the Storage Locker Areas and all licensed Storage Lockers located therein), and (b) if such reclaimed GCE Vault Spaces had housed any amenities, then, unless the Condominium Board elects to repurpose a different area of the Building to relocate the amenities contained within the reclaimed GCE Vault Spaces, such amenities would no longer be available for use and enjoyment by Unit Owners or any Permitted Users. In the event that the Condominium Board is obliged or elects to relocate any mechanical equipment and/or any amenities: (i) the costs of any such relocation may be substantial; (ii) Sponsor shall have no obligation or liability whatsoever to the Condominium (including without limitation the Condominium Board or any Unit Owner) with respect to such costs, including without limitation no obligation to pay or reimburse any portion of such costs, but rather such costs shall be borne by all Unit Owners as a Common Expense; and (iii) there may be temporary building-wide interruptions of utility services or other services.

Section 5.9 *Use of the Ancillary Amenities*.

(A) A Storage Locker may be used only for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item be stored therein.

A Parking Space may be used only for the parking of passenger automobiles and motorcycles. No representation is made as to the type or size of vehicles that can be accommodated in any particular Parking Space.

(B) No Ancillary Amenity may be used for any Prohibited Use. The use of an Ancillary Amenity for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of an Ancillary Amenity shall be borne by such Unit Owner.

(C) Notwithstanding anything to the contrary, Sponsor may, without the consent of either the Condominium Board or the Unit Owners, use any Unsold Ancillary Amenity for any purpose permitted by Law or to change the permitted use of an Unsold Ancillary Amenity, subject to the provisions of the By-Laws. An Ancillary Amenity may only be licensed or sublicensed to another Unit Owner or a Purchaser who is simultaneously purchasing a Unit and in no event shall be transferred independently of the ownership of a Unit (with the exception of any Ancillary Amenities owned by or transferred to the Condominium).

(D) The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the use of, insurance coverage for, and access to the Ancillary Amenities and Ancillary Amenity Area(s).

(E) Unit Owners are advised that the City of New York has the right at any time without notice to reclaim some or all of the GCE Vault Spaces, regardless of the use thereof by the Condominium and the Unit Owners (including without limitation the Storage Locker licensees). With respect thereto:

(i) In the extent that the City of New York reclaims any GCE Vault Spaces that house (whether wholly or partially) any Storage Lockers, the license agreements for such reclaimed Storage Lockers shall be immediately terminated.

(ii) In the event that the City of New York reclaims any GCE Vault Spaces that contain mechanical equipment, the Condominium Board shall have the unconditional right, in its sole discretion, to terminate any Storage Lockers license agreements (regardless whether such Storage Lockers are located inside or outside the GCE Vault Spaces) for the sole purpose of relocating the mechanical equipment formerly located in the reclaimed GCE Vault Spaces to such areas.

(iii) In the event that either or both of the events described in the foregoing paragraphs "(i)" and/or "(ii)" take place, the licensee(s) of the terminated license agreement(s) shall no longer have any further rights to their respective Storage Locker(s) and neither the Condominium Board nor Sponsor shall have any obligation to reimburse or otherwise account to such licensee for any losses incurred thereby (regardless whether by way of an offset in Common Charges or any other form of recompense). In the event that the Condominium Board elects (in its sole discretion), upon request of one or more licensees of terminated Storage Locker licenses, to relocate some or all of the Storage Lockers (in lieu of terminating such license agreements) to an area of the Building that is outside the Vault Spaces: (i) no guarantee is made as to which, if any, Storage Lockers would be chosen for such relocation, or that such substitute Storage Lockers will be comparable in price or value; (ii) such relocation may result in the loss of other amenity spaces and the costs thereof may be substantial; and (iii) Sponsor shall have no obligation or liability whatsoever to the Condominium (including without limitation the Condominium Board, any Unit Owner, or any Storage Locker licensee) with

respect to such loss or costs, including without limitation no obligation to pay or reimburse any portion of such costs.

Section 5.10 *Rights of Access.*

(A) Each Unit Owner shall grant to the Condominium Board, to the Managing Agent or manager (if any), to the Resident Manager or to any other Person authorized by any of the foregoing a right of access (including the right of forced entry if required in the discretion of the party seeking such entry) to the Unit and its appurtenant Limited Common Elements, if any, and any Ancillary Amenity and Ancillary Amenity Area for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in the Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the structural elements, mechanical or electrical services, or other portions of the Common Elements located within the Unit, Ancillary Amenity or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to the Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacement immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than 1 day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units and their appurtenant Limited Common Elements for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Sponsor and its contractors, subcontractors, consultants, materialpersons, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Limited Common Elements and Ancillary Amenities) for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Units and the Common Elements. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit and/or any appurtenant Limited Common Elements for their permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personal property or fixtures contained therein. Such entry shall be permitted on reasonable prior notice based on the nature of the repair or replacement but in no event on less than two days' notice, except that no notice will be necessary in the case of an emergency (i.e. a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building).

Section 5.11 *Modification of the Rules and Regulations.* The Condominium Board shall have the right to amend, modify, add to, or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of at least 66 2/3% of all Unit Owners, in number and Common Interest. Copies of the text of any amendments, modifications, additions, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than 30 days prior to the effective date thereof. Notwithstanding the foregoing, the Condominium Board shall not have the right to amend, modify, add to, or delete any of the Rules and Regulations if the same would adversely affect Sponsor without the prior written consent of Sponsor.

Section 5.12 *Real Estate Taxes.* Unless and until real estate taxes are billed directly to Unit Owners by the City Collector, the Condominium Board shall be obligated to pay such real estate taxes on behalf of the Condominium and shall charge the costs thereof to all Unit Owners as a Common Expense. Each Unit Owner's pro-rata share of such taxes (based on their respective Common Interest percentage) shall (i) constitute additional Common Charges, (ii) be payable to the Condominium Board within five (5) days of the date billed by the Condominium Board, and (iii) be due and payable by such Unit Owner to the Condominium Board irrespective of whether such Unit Owner is required to escrow funds with such Unit Owner's lender in connection with a mortgage loan on such Unit. In the event of any overpayment of real estate taxes to the Condominium Board, each Unit Owner will be reimbursed for such Unit Owner's pro-rata share of such overpayment. In the event of a proposed sale of any Unit, the Condominium Board (for so long as the Condominium Board is still paying such real estate taxes) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit, or to such purchaser's title company, a letter agreeing to promptly pay all such real estate taxes affecting such Owner's Unit to the date of the Closing of Title to such Unit.

Section 5.13 *Fuel.* Unless and until fuel is billed directly to Unit Owners by the supply company, in accordance with and subject to the provisions of the Plan, the cost and expense of fuel (for heating and cooling) serving or benefiting any Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to the Unit Owners as a Common Expense for such portion attributable to the Units and/or the General Common Elements and/or the Limited Common Elements. In the event there is a particular or unique use being made of a Unit and/or Common Element, the Condominium Board shall cause a new survey to be made the cost of which shall be borne by the Unit Owners as a Common Expense.

Section 5.14 *Water Charges and Sewer Rents.* Unless and until water is separately metered in a Unit and water charges and sewer rents are billed directly to a Unit Owner by the City Collector, in accordance with and subject to the provisions of the Plan, the cost and expense of water serving or benefiting a Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to the Unit Owners as a Common Expense for such portion attributable to the Units and/or the General Common Elements and/or the Limited Common Elements. In addition, the cost of submetering shall be a Common Expense.

Section 5.15 *Electricity.*

(A) Electricity for each Unit shall be either individually direct metered or submetered for each Unit (or portion thereof).

(B) If individually direct metered, each Unit Owner shall be required to pay the billing utility directly for electricity consumed in such Unit Owner's Unit (or portion thereof) and in the Limited Common Elements to which such Unit has exclusive access.

(C) If the Units are submetered, each Unit Owner shall be required to pay bills for electricity consumed in such Unit Owner's Unit either to the Condominium Board or to the utility company or to the servicing company engaged by the Condominium Board to perform such services all at the direction of the Condominium Board. The Common Expenses shall include fees for administering and servicing the submeters. In the event that a Unit Owner fails to pay for its submetered electricity, the Condominium Board shall be responsible to pay such expense on the Unit Owner's behalf and such electricity charges shall be deemed Common Charges allocable to the defaulting Unit Owner and the Condominium Board shall have a lien for non-payment of the expense as provided in Article 6.5 of these By-Laws.

(D) Electricity for the Common Elements shall be supplied through one or more separate meters therefor and the cost thereof will be paid by the Condominium Board and will be borne by the Unit Owners as Common Charges.

(E) In addition, the cost of submetering shall be a Common Expense.

(F) Any disputes with respect to submetering rates and billing must be submitted to Arbitration pursuant to Article 10 of these By-Laws.

Section 5.16 *Record and Audits.*

(A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid, as well as all Permitted Mortgagees having an interest in such Unit.

(B) Within 4 months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a Common Expense. The fiscal year of the Condominium shall be a calendar year.

ARTICLE 6

COMMON CHARGES

Section 6.1 *Determination of Common Expenses and Fixing of Common Charges.*

(A) From time to time, but not less frequently than once a year, the Condominium Board shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners in accordance with allocations set forth in the First Year's Budget. The Condominium Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than 10 days prior to the date upon which the first installment of newly-determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees whenever requested in writing by such Permitted Mortgagees. The Condominium Board may, at 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. Notwithstanding the foregoing, however, the Condominium Board shall not reduce the Common Charges payable during any fiscal year occurring within the Sponsor Control Period solely as a result of either reducing the number of employees of the Condominium below the number employed (or anticipated in the First Year's Budget) for the Property on the date of recording the Declaration except with Sponsor's prior written consent, or eliminate or reduce the insurance coverage below that provided for the Property on such date, except with the concurrence of a majority of the Members of the Condominium Board elected by Unit Owners other than Sponsor. All Unit Owners will be given a copy of the proposed annual budget of the Condominium at least 10 days prior to the date set for adoption thereof by the Condominium Board.

(B) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Condominium Board shall have the right, subject, in all respects, to the strictures contained in section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments relative to the Common Elements shall be levied against all Unit Owners in proportion to their respective Common Interest. Special Assessments relating to the Parking Spaces shall be levied solely against all Unit Owners owning such Parking Spaces. Special Assessments relating to the Storage Lockers shall be levied solely against all Unit Owners owning such Storage Lockers. Special Assessments may be payable either in one lump sum or in installments, as the Condominium Board shall determine, provided, however, that the Condominium Board shall give each Unit Owner not less than 15 days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Condominium 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, the provisions of section 6.5 hereof).

(D) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners and shall be collected on behalf of the Unit Owners by the Condominium Board and applied against the Common Expenses attributable to the Common Elements for the fiscal year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Condominium Board against the Common Expenses attributable to the Common Elements for the next succeeding year(s) of operation. No Unit Owner shall be entitled to a distribution of any portion of such excess unless the Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata in proportion to their respective Common Interest. Any such distributions must be made by adjusting the Common Charges collected from Unit Owners.

Section 6.2 *Payment of Common Charges*

(A) All Unit Owners (including Sponsor with respect to Unsold Units for so long as the same are owned thereby) shall be obligated to pay Common Charges and Special Assessments assessed by

the Condominium Board pursuant to the terms of section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit and any sums unpaid on a Permitted Mortgage recorded against the Unit.

(B) Notwithstanding anything to the contrary contained in subsection (A) above, during the Sponsor Control Period, the Condominium Board, in its sole discretion, shall have the right to waive all Unit Owners' obligations to pay Common Charges from and after the First Closing for a period to be determined by the Condominium Board, provided during such period, the basic operating costs of the Condominium (exclusive of reserves) are paid by Sponsor. Upon commencement of the collection of Common Charges from all Unit Owners, no assessment will be imposed for any item set forth in the approved budget for the Condominium. The Condominium Board shall remain obligated to update the budget in accordance with Law. If the Condominium Board elects to waive Unit Owners' obligation to pay Common Charges, Unit Owners will remain responsible during such Waiver Period for individual Unit expenses, including without limitation real estate taxes and utility charges (if applicable).

(C) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against the Unit subsequent to a sale, transfer, or other conveyance by Unit Owner of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to such purchaser's acquisition thereof, except that, to the extent permitted by Law, a Permitted Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title to such Unit by the Permitted Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure or sale. Any excess proceeds from such foreclosure or sale shall be paid directly to the Condominium Board in payment of all unpaid Common Charges and Special Assessments. In the case of a Unit, any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure sale or from the defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time the same is levied.

(D) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey the Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit. However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing unless the aggregate Common Interest then appertaining to the Unsold Units constitute 15% or less of the total Common Interest then appertaining to all Units, at least five years shall have elapsed from the date of the First Closing and, at the time of conveyance, Sponsor shall pay to the Condominium Board an amount equal to the product of the then current monthly Common Charges for the Unsold Unit(s) being conveyed multiplied by 24.

(E) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning the Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of subsection (C) hereof). Except as expressly provided to the contrary in subsection (E) of section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit) pursuant to the terms of section 5.1, 5.2, or 5.3 hereof; or (iii) any action taken by the Condominium Board or the officers of the Condominium to comply with Law.

Section 6.3 *Statement of Common Charges.* The Condominium Board shall promptly provide a written statement of unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner.

Section 6.4 *Common Charge Deposit for Foreign Owners*. 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 a foreign government (i.e. diplomatic or sovereign immunity) shall deposit with the Condominium Board an amount equal to two (2) times the then current annual Common Charges for such Unit, subject to increase from time to time as such Common Charges increase, together with the full amount of any Special Assessment levied against, or allocable to, such Unit, as security for the faithful observance by 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 Condominium Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Common Charges or any other sum to which such Unit Owner is in default. If the Condominium Board applies or retains any part of said security, the Unit Owner in question, within ten (10) days after notice from the Condominium Board, shall deposit with the Condominium Board the amount so applied or retained so that such Condominium Board has the full amount of said security on hand at all times.

Section 6.5 *Default in Payment of Common Charges.*

(A) The Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board that remain unpaid for more than 10 days after the due date for the payment thereof, including, but not limited to the imposition of late charges, notice fees and the institution of such actions for the recovery of interest and expenses as provided in this Article 6. All costs and expenses incurred by the Condominium Board (including attorneys' fees, costs and disbursements) as a result of its attempt to collect unpaid Common Charges and/or Special Assessments shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner. In connection therewith, the Condominium Board shall have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of section 339-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in section 339-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Condominium Board by reason of such nonpayment pursuant to the terms of subsection (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay: (i) interest thereon at the rate of 1.5% per month of such unpaid amounts (less any late "charges" theretofore collected), to be computed from the due date thereof until paid in full, together with all costs and expenses paid or incurred by the Condominium Board, the Managing

Agent, or the manager (if any) in connection with collecting such unpaid Common Charges with interest as aforesaid and/or in foreclosing the aforementioned lien, including, without limitation, attorneys' fees and disbursements and court costs; (ii) a late charge of $150 per month for Common Charges which remain unpaid for more than 10 days after the date when due, plus all expenses of collection, including, but not limited to, attorneys' fees, costs and disbursements, in such amount as may be determined by the Condominium Board from time to time, to be computed from the due date thereof until paid in full. In addition, if the Condominium Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner will be required to pay a reasonable rental for the use of the Unit for the period of time commencing with the date on which the Unit Owner was dispossessed of the Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such late charges, interest, costs and expenses and rentals shall be added to and shall constitute Common Charges payable by such Unit Owner.

(C) In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase 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 votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

(D) If the Unit Owner shall at any time lease the Unit and shall default in the payment of any Common Charges or additional Common Charges, the Condominium Board may, at its option, so long as such default shall continue, demand and receive from the tenant the rent due or becoming due from such tenant to the Unit Owner, and apply the amount to pay sums due and to become due from the Unit Owner to the Condominium. Any payment by a tenant to the Condominium shall constitute a discharge of the obligation of such tenant to the Unit Owner, to the extent of the amount so paid. The acceptance of rent from any tenant shall not be deemed a consent to or approval of any leasing by the Unit Owner, or a release or discharge of any of the obligations of the Unit Owner hereunder. In the event the tenant fails to pay the rent to the Condominium after demand by the Condominium Board, the Condominium Board shall have the right to commence summary eviction proceedings in the name of or on behalf of the Unit Owner, against the tenant. All costs and expenses incurred by the Condominium Board (including attorneys' fees, costs and disbursements) in connection therewith, shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner. Any lease entered into between a Unit Owner and a tenant must contain language that mirrors the provisions of this paragraph (D).

ARTICLE 7

SELLING AND LEASING OF UNITS AND CONVEYANCE OF ANCILLARY AMENITY LICENSES

Section 7.1 *General.* Subject to the terms of section 7.5 hereof, each Unit Owner may (i) sell the Unit and (ii) lease the Unit for periods of not less nor more than 1 year, provided however, no Unit Owner may sell or lease the Unit except in compliance with the applicable provisions of this Article 7 and the policies and procedures established by the Condominium Board. Any purported sale or rental consummated in default in the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or renting Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an

unauthorized lease) in the name of such Unit Owner. Such Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, attorneys' fees and disbursements and court costs.

Section 7.2 *Right of First Refusal*.

(A) Subject to the terms of sections 7.5 and 7.9 hereof, any contract to sell a Unit together with its Appurtenant Interests and any lease of a Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE CONDOMINIUM BOARD OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTIONS 7.2 AND 7.3 OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after any such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Condominium Board by certified or registered mail, return receipt requested, which notice shall be accompanied by a fully executed, original counterpart of the Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror").

(B) The sending of the notice referred to in subsection (A) of this section 7.2 shall constitute an offer by the Offeree Unit Owner to sell the Unit, together with its Appurtenant Interests, or to lease the Unit, as the case may be, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, subject, however, to any variance therefrom provided in section 7.3 hereof. The giving of such notice shall further constitute a representation by the Offeree Unit Owner to the Condominium Board, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Condominium Board, the Offeree Unit Owner shall submit to the Condominium Board, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Condominium Board may reasonably request.

(C) The Condominium Board may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail not later than 30 days (in the event of a proposed sale) and 30 days (in the event of a proposed lease) after receipt of the notice referred to in subsection (A) hereof together with such further information as may have been requested pursuant to the terms of subsection (B) hereof, to purchase such Unit together with its Appurtenant Interests or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of all Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of subsection (B) hereof. Notwithstanding anything to the contrary contained herein, however, the Condominium Board shall not exercise any option set forth in this section 7.2 to purchase or lease any Unit without the prior approval of a Majority of all Unit Owners.

(D) The Condominium Board may not discriminate against any person on the basis of race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law in connection with its exercise of its right of first refusal with respect to the sale or rental of a Unit.

Section 7.3 *Acceptance of Offer*

(A) In the event that the Condominium Board shall elect, within the time and in the manner provided in section 7.2 hereof, to purchase a Unit together with its Appurtenant Interests, to lease such Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed, in either event in accordance with the terms of the Sale Agreement or Lease Agreement, at the

office of the attorneys for the Condominium Board within 45 days after the day upon which the Condominium Board shall give notice of its election to accept such offer.

(B) If such Unit and its Appurtenant Interests are to be purchased by the Condominium Board or its designee on behalf of all Unit Owners, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may levy a Special Assessment against each Unit Owner (other than the Offeree Unit Owner) in accordance with the terms of subsection (C) of section 6.1 hereof and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Unit to be purchased together with its Appurtenant Interests. In addition, if the Outside Offeror was to assume or to take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Sale Agreement, the Condominium Board may purchase the Unit and assume or take title thereto subject to such mortgage or mortgages as the case may be. At the Closing of Title, the Offeree Unit Owner shall convey the Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, on behalf of all Unit Owners, by deed in the form required by Section 399-o of the Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale (including, if applicable, all New York State and New York City Transfer Taxes) notwithstanding any terms of the Sale Agreement to the contrary. Real estate taxes, mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Condominium Board or its designee as of the Closing date, notwithstanding any terms of the Sale Agreement to the contrary. Thereafter, such Unit shall be held, so long as the same is owned by the Condominium Board or its designee, on behalf of all Unit Owners, as tenants-in-common, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit and the entire Property, as herein provided.

(C) In the event that such Unit is to be leased by the Condominium Board or its designee on behalf of all Unit Owners, the Offeree Unit Owner shall execute and deliver to the Condominium Board or such designee a lease covering such Unit by and between the Offeree Unit Owner, as landlord, and the Condominium Board or such designee, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain all of the terms and conditions of the Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein. Notwithstanding anything to the contrary set forth hereinabove or in the Lease Agreement, however, such lease shall expressly provide that the Condominium Board or such designee may enter into a sublease of the premises demised thereunder without consent of the landlord (i.e. the Offeree Unit Owner).

Section 7.4 *Failure to Accept Offer.*

(A) In the event that the Condominium Board shall fail to accept an offer made pursuant to the terms of section 7.2 hereof within the respective times set forth in subsection (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Condominium Board or (ii) the expiration of the period within which the Condominium Board or its designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale Agreement or Lease Agreement within such 60 day period, then, should the Offeree Unit Owner thereafter elect to sell such Unit together with its Appurtenant Interests or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of section 7.2, 7.3 and 7.4 hereof, but not more often than once in any 12 month period, except the Condominium Board shall have the right to waive this for good cause shown, in its sole discretion.

(B) Any deed of a Unit and its Appurtenant Interests to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included herein.

(C) Each lease of a Unit to an Outside Offeror shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., subject to such modifications as may be approved in writing by the Condominium Board or such other form approved in writing by the Condominium Board. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease may not be amended, modified, or extended without the prior approval of the Condominium Board in each instance;

(ii) the tenant thereunder shall not assign the tenant's interest in such lease or sublet the premises demised thereunder or any part thereof without the prior approval of the Condominium Board in each instance; and

(iii) the Condominium Board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by section 339-z of the Condominium Act.

Section 7.5 *Termination of, and Exceptions to, the Right of First Refusal.*

(A) A certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of section 7.2 hereof have been met by a Unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Condominium Board and that, as a result thereof, the rights of the Condominium Board thereunder have terminated, shall be conclusive upon the Condominium Board and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Unit to which the same shall relate, together with its Appurtenant Interests, may be sold, conveyed, or leased free and clear of the terms and conditions contained in section 7.2 hereof. The Condominium Board shall furnish or cause the Managing Agent to furnish without charge, such certificate upon written request to any Unit Owner in respect to whom the provisions of sections 7.2 hereof have, in fact, been terminated. In no event, however, shall the right of first refusal described in section 7.2 hereof be deemed released or waived by the Condominium Board (as opposed to satisfied pursuant to the express terms of sections 7.2, 7.3 and 7.4 hereof) in the absence of the certificate that has been duly executed, acknowledged and issued by the Secretary of the Condominium or the Managing Agent as aforesaid.

(B) The terms and conditions contained in section 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease or conveyance of a Unit, together with its Appurtenant Interests, by:

(i) the Unit Owner thereof to any adult Family Members, to any combination of the same, or to a trust for the benefit of any of them (in which case the Condominium Board shall have the right to review the trust documents and provide for such terms and restrictions on such transfer as the Condominium Board deems advisable), provided, however, that if the succeeding Unit Owner is an infant or a person judicially declared incompetent of managing such person's affairs, then such Unit shall be held by the personal representative of such infant or incompetent, or in the case of a Unit Owner that is not an individual, to any entity or individual that owns more than 50% of the legal and beneficial interests of such Unit Owner or to any entity with respect to which such Unit Owner (individual or otherwise) owns more than 50% of the legal and beneficial interest thereof:

(ii) Sponsor;

(iii) the Condominium Board;

(iv) 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

(v) any 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 thereof delivered in a bona fide transaction;

(C) provided, however, that each succeeding Unit Owner shall be bound by, and the Unit shall be subject to, all of the terms and conditions of this Article 7.

Section 7.6 *No Severance of Ownership.* No Unit Owner shall execute any deed or other instrument conveying title to the Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, 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 Interests of all Units. Nothing contained in this section 7.6, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.7 *Payment of Common Charges and Fees.* No Unit Owner shall be permitted to convey or lease the Unit unless the Unit Owner shall have (i) paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit (excluding any such Common Charges and Special Assessments as to which the current Unit Owner is not liable by operation of Section 6.2(C) hereof) and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit and (ii) paid in full all fees charged by the Condominium Board and/or the Managing Agent in connection with the sale or rental of Units, including, without limitation, any working capital fund contribution imposed by the Condominium Board, to the extent applicable. However, where the payment of such unpaid Common Charges and/or Special Assessments is made by the grantee or provided for out of the proceeds of the sale of a Unit, a sale may take place notwithstanding the foregoing. Notwithstanding the foregoing, the imposition of any fees by the Condominium Board and/or the Managing Agent in connection with the sale or rental of Units shall not apply to the sale lease, sublease, license or conveyance of a Unit by the reasons set forth in subsections 7.5(B) (ii), (iii), (iv) and (v) of this Article 7.

Section 7.8 *Intentionally Omitted.*

Section 7.9 *Gifts and Devises, Etc.* Any Unit Owner shall be free to convey or transfer the Unit, together with its Appurtenant Interests, by gift, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and the Unit shall be subject to, the provisions of this Article 7.

Section 7.10 *Commencement of Time.* The period of time set forth in section 7.2 for which the Condominium Board has to waive its right of first refusal shall not commence until such time as the Condominium Board or its managing agent has received a completed sales or lease package, including all fees set forth therein, as the case may be, from a Unit Owner. If the information provided by the Unit Owner or prospective purchaser or tenant, as the case may be, is incomplete, the Condominium Board shall have the right to request additional information and the 30 day period will commence on receipt by the Condominium Board of the additional information.

Section 7.11 *Costs and Expenses.* All costs and expenses incurred by the Condominium Board, including, without limitation, attorneys' fees, costs and disbursements paid or incurred by the Condominium Board or by its Managing Agent in connection with any action taken by the Condominium Board with regard a violation of this Article 7, shall be borne by the defaulting Unit Owner as an Additional Common Charge.

Section 7.12 *Conveyance of Ancillary Amenity Licenses.*

(A) Except for Sponsor, no Unit Owner shall be permitted to assign, convey or lease any Ancillary Amenity to anyone other than a Unit Owner or its Permitted User. An Ancillary Amenity License may be assigned by a Unit Owner at any time (and not subject to any right of first refusal by the Condominium Board) provided (i) the assignee is another Unit Owner at the Condominium; (ii) the assignee assumes the obligations under the Ancillary Amenity License; (iii) notification of the assignment is promptly delivered to the Condominium Board in compliance with its requirements; and (iv) all unpaid Common Charges, Special Assessments, fees, and other obligations due to the Condominium have been paid in full.

(B) An Ancillary Amenity License shall automatically terminate at such time as the Licensee no longer owns a Unit, unless the Ancillary Amenity License is assigned to and assumed by another Unit Owner in accordance with the terms of the Ancillary Amenity License and these By-Laws. A Licensee may also voluntarily surrender an Ancillary Amenity License to the Condominium Board. Storage Locker Licensees shall be responsible for any and all Storage Locker License fees associated with their respective Storage Locker in addition to Common Charges. The Condominium Board may elect to terminate an Ancillary Amenity License in the event that the Licensee defaults in its obligations under the Ancillary Amenity License beyond any applicable cure periods or as otherwise provided for in the Ancillary Amenity License. Upon the surrender or termination (for any reason whatsoever) of an Ancillary Amenity License, the Condominium Board shall have the right in its sole discretion to issue a new Ancillary Amenity License for the Ancillary Amenity to another Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate the former Licensee therefor.

(C) The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the procedures for assigning, transferring, surrendering, terminating, and/or otherwise conveying the Ancillary Amenities.

ARTICLE 8

MORTGAGING OF UNITS

Section 8.1 *General.* Each Unit Owner shall have the right to mortgage the Unit, subject only to the terms and conditions contained in section 8.2 hereof. Any Unit Owner who mortgages the Unit, or the holder of such mortgage, shall supply the Condominium Board with the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Any Unit Owner who satisfies a mortgage covering the Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units." The terms and conditions contained in this section 8.1, however, shall not apply to Sponsor.

Section 8.2 *Restrictions on Mortgaging*

(A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate the Unit unless and until such Unit Owner shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit (excluding any such Common Charges and Special Assessments as to which the current Unit Owner is not liable by operation of Section

6.2(C) hereof) and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

(B) No Unit Owner shall execute any mortgage or other document mortgaging, pledging, or hypothecating title to the Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any 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.

(C) Any mortgage covering a Unit shall be substantially in the form used by any Institutional Lender.

(D) Any mortgage covering a Unit shall be held by an Institutional Lender, Sponsor, or by a Unit Owner providing purchase money financing in connection with the sale of the Unit.

Section 8.3 *Intentionally Omitted*.

Section 8.4 *Performance by Permitted Mortgagees.* Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by such Unit Owner's Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5 *Examination of Books.* Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 8.6 *Consent of Mortgagees; Designation of Mortgage Representatives.*

(A) 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 Condominium Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against a Unit Owner's mortgage. In the event that any such consent or approval shall be expressly required pursuant to the terms of the Declaration or these By-Laws, the decision of a majority of the Mortgage Representatives, if any are designated pursuant to the terms of subsection (B) of this section 8.6, shall be deemed binding upon the holders of all mortgages encumbering Units.

(B) The holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages may, if they so elect, designate not more than 3 Mortgage Representatives by giving written notice thereof to the Condominium Board, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or these By-Laws. Any designation of a Mortgage Representative pursuant to the terms of this subsection (B) shall be effective until any successor Mortgage Representative is designated pursuant to the terms hereof and written notice thereof is given to the Condominium Board. Unless otherwise required by Law, no holders of mortgages (which are not Institutional Mortgages) shall be entitled to participate in the designation of Mortgage Representatives, but all holders of mortgages encumbering Units shall be subject to all determinations made by the Mortgage Representatives pursuant to the terms of the Declaration or these By-Laws.

Section 8.7 *Notice to Permitted Mortgagees* .

(A) The Condominium shall provide written notice to the Permitted Mortgagees of each of the following events, to the extent applicable:

(i) any default by the Permitted Mortgagee's mortgagor in the payment of Common Charges or Special Assessments for more than 60 days. If the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of section 6.5 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Condominium Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

(ii) if requested in writing by a Permitted Mortgagee, any default by the Permitted Mortgagee's mortgagor in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. In such event, the Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to the Permitted Mortgagee.

(iii) any condemnation or casualty loss that affects either (x) a material portion of the Condominium or (y) a material portion of a Unit.

(iv) a lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

(v) any proposed action by the Condominium Board that requires the consent of a specified percentage of Permitted Mortgagees or the approval of the majority of the Mortgage Representatives.

(B) In no event, however, shall the Condominium Board (including its Members, officers, agents, attorneys and employees) and Unit Owners be liable for any claims or liabilities and expenses for any failure, through oversight or negligence, in giving a Permitted Mortgagee any notice required under (A) above. Nonetheless, the Condominium Board shall give such missed notice with reasonable promptness after discovering such failure.

(C) Where the consent of the Permitted Mortgagees or Mortgage Representatives is required pursuant to the terms of the Declaration or By-Laws, if the Permitted Mortgagees or Mortgage Representatives fail to respond within sixty (60) days after written receipt of the required consent, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed.

Section 8.8. *Sponsor Lender Rights.* Notwithstanding the fact that any Sponsor Lender may have consented (for the purposes of its loan agreement with Sponsor) to Sponsor's execution and delivery of the Declaration and By-Laws, or subordination of Sponsor Lender's Permitted Mortgage to the Declaration and By-Laws, such consent and/or subordination shall not be construed by the Condominium Board, any Unit Owner, nor any other party to constitute the consent of any Sponsor Lender to Sponsor exercising, or causing the Condominium Board to exercise, any of Sponsor's rights or remedies sunder the Declaration or By-Laws, to the extent that such exercise would constitute a breach or default under, or be in violation of, the loan documents evidencing and securing such Sponsor Loan.

ARTICLE 9

CERTAIN REMEDIES

Section 9.1 *Self Help.* If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on Unit Owner's part to be observed or performed, including, without limitation, any breach of Unit Owner's obligation to paint, decorate, maintain, repair, or replace the Unit or its appurtenant Limited Common Elements, if any, pursuant to the terms of Article 5 hereof, and shall fail to

cure such violation or breach within 5 days after receipt of written notice of the same from the Condominium Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such 5 day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common Elements, if any, and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Condominium Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Condominium Board may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 9.2 *Abatement and Enjoinment.*

(A) In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on Unit Owner's part to be observed or performed, the Condominium Board shall have the right (i) to enter any Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Condominium Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity, provided that the Condominium Board gives the Unit Owner notice (which may be by telephone or in writing) that such violation exists, that repairs or replacements are necessary and that the Condominium 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 Condominium Board may deem appropriate, and the Condominium Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Common Charges.

(B) The violation or breach of any of the terms of the Condominium Documents with respect to any rights, easements, privileges, or licenses granted to Sponsor shall give to Sponsor the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 9.3 *Remedies Cumulative.* The remedies specifically granted to the Condominium Board or to Sponsor in this Article 9 or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Condominium Board or Sponsor, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 9.4 *Costs and Expenses.* All sums of money expended, and all costs and expenses incurred, by (i) the Condominium Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of section 9.1 or subsection (A) of section 9.2 hereof or (ii) Sponsor in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of subsection (B) of section 9.2 hereof, shall be immediately payable by (a) in the event set forth in provision (i) of this section 9.4, such Unit Owner to the Condominium Board or (b) in the event set forth in provision (ii) of this section 9.4, the offending party (i.e. the Condominium Board or the Unit Owner) to Sponsor, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of 2% per month (but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law). All sums payable by

a Unit Owner to the Condominium Board pursuant to the terms of this section 9.4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 10

ARBITRATION

Section 10.1 *Procedure.* Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before 1 arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within 10 days after such arbitrator's selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least 5 members whose principal office is located in the City of New York.

Section 10.2 *Variation by Agreement.* The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes."

Section 10.3 *Binding Effect.* The decision in any arbitration conducted pursuant to the terms of section 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 10.4 *Costs and Expenses.*

(A) 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 the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of disputant's counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses, to be borne by all Unit Owners.

ARTICLE 11

NOTICES

Section 11.1 *General.* All notices required or desired to be given hereunder (except for notices of regular annual or special meetings of the Unit Owners and except all meetings of the Condominium Board) shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

(i) if to the Condominium Board, to the Condominium Board at its principal office as set forth in section l.5 hereof, with a copy sent by regular first class mail to the Managing Agent (if any) at its principal office address as aforesaid;

(ii) if to a Unit Owner other than Sponsor, to such Unit Owner at Unit Owner's address at the Property;

(iii) if to Sponsor, to Sponsor at its principal office as set forth in the Plan;

(iv) if to the Permitted Mortgagee(s) of the Unsold Units, to such Permitted Mortgagee(s) at its latest address(es) designated in writing to the Condominium Board;

(v) if to any other Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this section 11.1 shall be deemed given when mailed in the State of New York, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 11.2 *Waiver of Service of Notice.* Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 12

AMENDMENTS TO BY-LAWS AND RULES AND REGULATIONS

Section 12.1 *General.*

(A) All the provisions of this section 12.1 are subject to the provisions contained in section 12.2 and 12.3 hereof with respect to amendments, modifications, additions or deletions affecting Sponsor or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, or any Permitted Mortgagee.

(B) Any provision of these By-Laws affecting the (i) General Common Elements or all Unit Owners may be added to, amended, modified or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Unit Owners, either taken at a duly constituted meeting thereof or given in writing without a meeting in accordance with the provisions of section 4.10 hereof. Any such amendment, modification, addition or deletion shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. No such amendment, modification, addition or deletion shall be effective unless and until such instrument is duly recorded in the Register's Office.

(C) The foregoing provision (B) shall not apply with respect to amendments to the rules and Regulations. Reference should be made to section 5.11 of these By-Laws for amendments to the Rules and Regulations.

Section 12.2 *Special Amendments.*

(A) (1) Sponsor shall have the right, at its sole cost and expense and without the vote or consent of any Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute and record (or, at Sponsor's sole option, to require the Condominium Board or any other Unit Owners to execute and record) in the Register's Office and elsewhere, if required by Law, by or on behalf of the

Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest, one or more amendments to these By-Laws and/or the Rules and Regulations as Sponsor deems appropriate to effectuate the same:

(i) to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the terms of Article 12 hereof; or

(ii) required by (x) an Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Unsold Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Sponsor to insure title to any Unsold Unit; or

(iii) to correct any inconsistencies or scrivener's errors; or

(iv) to relinquish any rights granted to Sponsor hereunder.

Provided, however, that any amendment made pursuant to the terms of provision (i) or (ii) of this subsection (A) shall not (1) change the Common Interest of any Unit other than a Unit owned by Sponsor, or (2) require a material, physical modification of any Unit other than a Unit owned by Sponsor, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in (1) or (2) of this Section) or the holder of such mortgage (in the event described in (3) of this Section) shall consent thereto by joining in the execution of such amendment.

(2) Sponsor or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, shall have the right, at its sole cost and expense and without the vote or consent of any Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute and record (or, at Sponsor's or the Development Rights Owner's sole option, to require the Condominium Board or any other Unit Owners to execute and record) in the Register's Office and elsewhere, if required by Law, by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest, one or more amendments to these By-Laws and/or the Rules and Regulations as Sponsor or the Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, deems appropriate to effectuate the same, with respect to Excess Development Rights, to effectuate Sponsor's or any Development Rights Owner's utilization, sale or transfer of any Excess Development Rights in any manner permitted by Law, provided that no such amendment shall enable Sponsor or Development Rights Owner to utilize Excess Development Rights to increase the size, height, bulk, configuration and/or density of the Property.

(B) Any amendment to these By-Laws may be executed; (i) if on behalf of Sponsor or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, pursuant to the terms of section 12.2(A) hereof, by Sponsor or the Development Rights Owner, or (ii) if on behalf of the Unit Owners or by the Condominium Board, by any officer of the Condominium. If the amendment requires the approval of a specific percentage of Unit Owners pursuant to the terms of the Declaration or these By-Laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted pursuant to the terms of the Declaration or these By-Laws) in writing without a meeting, in which Certificate shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

(C) Notwithstanding anything contained in the Condominium Documents to the contrary, if any Unit Owner, with the prior approval of the Condominium Board changes the size and/or number of Units

owned by such Unit Owner by either (w) subdividing a Unit(s) into two or more separate Units, (x) combining a Unit into one or more Units, (y) altering the boundary walls between any adjacent Units owned by such Unit Owner, or (z) otherwise, including incorporating Common Elements (such as a portion of a hallway used exclusively by the owner of such Unit) which exclusively benefit a Unit into such Unit, then the Condominium Board on behalf of such Unit Owner and at the Unit Owner's sole cost and expense, shall have the right to execute, and record in the City Register's Office and elsewhere, if required by Law, any amendment to these By-Laws and other documents which are necessary or appropriate to reflect the changes made by the Unit Owner, all without the approval of the other Unit Owners, provided, however, that any such amendment shall not (1) change the Common Interest of any other Unit, or (2) require a physical modification of any other Unit, or (3) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender, unless the owner of such affected Unit (in the event described in (1) or (2)) or the holder of such mortgage (in the event described in (3)) shall consent thereto by joining in the execution of such amendment.

Section 12.3 *Special Consents.*

(A) *Intentionally omitted*.

(B) Notwithstanding anything contained in the Condominium Documents to the contrary, the provisions of this Article 12 may not be modified, amended, added to or deleted, in whole or in part, without the written consent of Sponsor if the same relate to Sponsor.

(C) *Intentionally omitted*.

(D) Notwithstanding the provisions of section 12.1(B), the Common Interest appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in subsection (F) of section 5.5 of these By-Laws.

(E) Subject to the rights of Sponsor set forth herein, the foregoing Section 12.1 of these By-Laws may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Mortgage Representatives, if any, as set forth above) 80% in number and in Common Interest of all Unit Owners affected thereby, approve such amendment, modification, addition or deletion in writing.

(F) Notwithstanding anything contained in the Condominium Documents to the contrary, no amendment, modification, addition, or deletion of or to Section 5.4 or 5.5, subsection (B) or subsection (C) of section 6.2, provision (iv) or (v) of subsection (B) of section 7.5 or Article 8 hereof or any other provision of the Declaration or these By-Laws (or part thereof) which is specifically for the benefit of the Permitted Mortgagees shall be effective with respect to the holder of any Permitted Mortgage theretofore made unless and until such Permitted Mortgagee get shall have given its written consent thereto. If the Permitted Mortgagees fail to respond within sixty (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 shall be assumed.

ARTICLE 13

FURTHER ASSURANCES

Section 13.1 *General.* Any Person that is subject to the terms of these By-Laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a Member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request

in order either 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.

Section 13.2 *Failure to Deliver or Act.*

(A) If any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after request therefor, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Condominium Board is hereby authorized, as attorney-in-fact for such Unit Owner or such other Person, 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 Person, and such document or action shall be binding on such Unit Owner or such other Person. For avoidance of doubt, for so long as any Sponsor Lender is not a Unit Owner (e.g. by way of a foreclosure on one or more Unsold Unit(s)), the Condominium Board's rights under this paragraph (A) shall not be construed to apply with respect to such Sponsor Lender.

(B) If any Unit Owner, the Condominium Board or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after request therefor, to execute, acknowledge or deliver any instrument which such Unit Owner, Condominium Board or other Person is required to execute, acknowledge or deliver pursuant to these By-Laws at the request of Sponsor or any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, then Sponsor or the Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, is hereby authorized, as attorney-in-fact for the Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, in the name of the Unit Owner, Condominium Board or other Person, and such instrument shall be binding on the Unit Owner, Condominium Board or other Person. The Condominium Board shall not unreasonably withhold or delay its consent or approval with respect to any matter contained in these By-Laws which requires the consent or approval of the Condominium Board. For avoidance of doubt, Sponsor's rights this paragraph "(B)" are subject to any conditions or prerequisites under any loan documents evidencing and securing such Sponsor Loan with respect to any prior notice to and/or prior consent required from such Sponsor Lender, to the extent applicable. Notwithstanding anything to the contrary in this paragraph, the previous sentence shall not be construed to entitle the Condominium Board, any Unit Owner, nor any other party (other than such Sponsor Lender) with any enforcement, investigative, or other rights whatsoever with respect to Sponsor's obligations under such loan documents, including without limitation any rights to condition or delay Sponsor's exercise of Sponsor's rights under this paragraph "(B)" until such time that receipt of Sponsor Lender's prior consent is evidenced.

ARTICLE 14

MISCELLANEOUS

Section 14.1 *Inspection of Documents.* Copies of the Declaration, these By-Laws, the Rules and Regulations and the Tax Lot Drawings, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours. Each Unit Owner shall be permitted to examine the books of account of the Condominium during reasonable business hours, but not more frequently than once a month.

Section 14.2 *Waiver.* No provision contained in these By-Laws 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 that may occur.

Section 14.3 *Conflict.* In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control.

Section 14.4 *Severability.* If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5 *Successors and Assigns.* The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Sponsor.

Section 14.6 *Gender.* A reference in these By-Laws to any one gender, masculine or feminine, includes the other one, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.7 *Captions.* The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

ARTICLE 15

TAX STATUS AS A HOMEOWNERS ASSOCIATION

Section 15.1 *General.* The Condominium Board intends to act in a manner consistent with enabling the Condominium to be eligible to elect to be treated as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended.

Section 15.2 *Organization.* The Condominium is and will be organized and operated to provide for the acquisition, construction, management, maintenance and care of the Property.

Section 15.3 *Inurement.* No part of the Condominium's net earnings shall inure, and the Condominium Board will act in a manner such that no part of such earnings will inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of the Property, and other than by rebate of excess membership dues, fees, or assessments).

Section 15.4 *Residential Use.* Substantially all of the Units are and will be used by individuals for residences.

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ADDENDUM TO THE BY-LAWS

RULES AND REGULATIONS

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

2. No bicycles, rollerblades, scooters, skateboards or similar vehicle shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose or ridden in the Building or the courtyard. No baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. All service and delivery persons will be required to use the service entrances or such other entrances of the Building designated by the Condominium Board or the Managing Agent. In addition, all domestic employees, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that care-givers in the employ of Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees, or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for the purpose and only through the service entrances.

5. No article (including, but not limited to, umbrellas, shoes, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

6. No Unit may be used for the storage of any flammable materials or any other materials the storage of which may constitute a building code violation, or otherwise be a Prohibited Item, or which will increase the insurance requirements for the Building.

7. No refuse from the Units shall be placed in any of the service areas of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, Terrace or placed upon the window sills of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

8. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules (except for such vestibules that provide seatings), corridors, stairways, or fire towers of the Building, unless otherwise permitted by the Condominium Board or Managing Agent.

9. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

10. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof. No Unit Owner shall permit anything to be done or kept in the Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any Family

Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in the Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of the Unit.

11. With the exception of any Limited Common Elements, there shall be no barbecuing in the Units or in the Common Elements.

12. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from the Unit or its appurtenant Limited Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker, or similar noise-producing equipment, in such Unit Owner's Unit or its appurtenant Limited Common Elements, if any, between 11:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner 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, repair work, or other installation shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 4:00 P.M., unless such construction or repair work is necessitated by an emergency, or otherwise permitted by the Managing Agent.

13. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Unit without the consent of the Condominium Board. Each Unit Owner who keeps any type of pet will be required to: (a) indemnify and hold harmless the Condominium, the Condominium Board, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all Rules and Regulations adopted by the Condominium Board with respect thereto, including without limitation, the number of such pets. Notwithstanding the foregoing, the Condominium Board shall have the right to adopt a no-pet policy for the Building or policies with respect to size, breed, or number of pets per Unit. In no event shall any pet be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

14. No group tour, open house or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Unit shall be used for home occupation purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

15. No window decorations shall be used in or about any Unit, except such as shall have been approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld, conditioned, or delayed. In no event, however, shall any windows of any Unit be colored or painted.

16. Any installations, replacements, and/or repairs in connection with legally-compliant window guards and/or window stops in any Unit shall be performed at the direction of the Managing Agent and all costs associated therewith shall be borne by the Unit Owner. It is the responsibility of each Unit Owner to (i) notify the Managing Agent in writing if any child under the age of eleven (11) years resides (even temporarily) in the Unit, (ii) to make the necessary arrangements with respect to the installation, repair, replacement, operation, and/or maintenance of legally-compliant window guards and/or window stops in the Unit and/or any additional equipment as required by Law, and (iii) to

otherwise ensure that all operable windows located in the Unit comply with Law. Unit Owners and their Permitted Users are prohibited from modifying or tampering with any window guards and/or window stops installed in the Unit.

17. No ventilator or air conditioning device shall be installed in any Unit or its appurtenant Limited Common Elements, if any, without the prior approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

18. No radio, satellite dish, or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease," or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or the By-Laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

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

20. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into 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 the Unit.

21. Each Unit Owner shall keep the Unit and its appurtenant Limited Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

22. The access doors located in various portions of the ceiling or other areas of the Units shall not be obstructed in any manner which would prevent access to the mechanical systems located within such Units.

23. The agents of the Condominium Board or the Managing Agent, and any contractor or workperson authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least 1 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.

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

25. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by an agent, domestic employee, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for the Unit, a Storage Locker, or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 22 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

26. Unit Owners and their respective Family Members, guests, domestic employees, 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 unless such roof is part of a lawful Terrace or common amenity area at the time in question.

27. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

28. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

29. No Unit Owner shall install any plantings on any Terrace or roof without the prior approval of the Condominium Board. Plantings shall be placed in containers impervious to dampness and standing on supports at least two inches from the Terrace or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the containers to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in containers which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace or roof but shall stand on supports at least two inches above such surface. No planting shall be permanently affixed to a Terrace or roof surface but shall be able to be easily moved. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs rendered necessary by or damage caused by such plantings, including but not limited to, blockage to the Building's drainage system due to leaves, soil, or other materials that originated from plants, their containers, and associated components. The Condominium Board shall have an easement and a right of access to the Terrace appurtenant to the a Unit to inspect the same and to remove violations therefrom and to install, operate, maintain, repair, alter, build, restore, and replace any of the Common Elements located in, over, under through, adjacent to, or upon the same.

30. No Unit Owner shall enclose, erect a greenhouse and/or alter the Terrace appurtenant to a Unit in any way, without the prior approval of the Condominium Board.

31. No Unit Owner may install or place speakers on a Terrace appurtenant to a Unit.

32. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board and the Managing Agent.

33. When leaving the Unit for extended periods of time, Unit Owners and their respective Family Members, guests, domestic employees, agents, visitors, or licensees shall keep the Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Unit Owner's or their respective Family Member, guests, domestic employees, agents, visitors or licensees failure to abide by the provisions of this paragraph shall be borne solely by the owner of such Unit causing the damage.

34. No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to Unit Owners or occupants or interferes with the peaceful possession or proper use of the Property by Unit Owners or occupants. No immoral, improper, offensive, or unlawful use shall be made at the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the sole cost and expense of the respective Unit Owners or the Condominium, whoever shall have the obligation to maintain or repair such part of the Property.

35. Any standing or parking in the entrance to the Parking Space Area, including without limitation the vehicle loading area and the vehicle elevator, (i) which would prevent ingress or egress for other automobiles or (ii) for other than a limited period of time for such pick-up or discharge of automobiles is strictly prohibited. The Building staff of the Condominium shall have the right to require any standing or parked automobile determined to be in violation of these provisions (in their sole discretion) to immediately vacate the vehicle loading area. It is currently contemplated that the Parking Spaces shall be unattended; however, the Parking Spaces may in the future be managed by a parking attendant if deemed necessary or appropriate by the Condominium Board.

36. Unit Owners and their respective Family Members, guests, domestic employees, employees, agents, visitors, or licensees shall abide by any additional rules and regulations adopted by the Condominium Board.

37. Due to the risk of pipe ruptures, water damage, and other risks associated with freezing pipes, Unit Owners whose Units have appurtenant Terraces are required to shut off all water spigots located on their respective Terraces during winter months and otherwise during cold weather. If any maintenance, repairs, or replacements to any water spigots, piping, conduits, or other property (regardless whether a part of the Unit, or other Units, or a Common Element) are necessitated by the failure by a Unit Owner to comply with the foregoing provision, the entire cost and expense thereof shall be borne by such Unit Owner.

38. Each Unit shall contain certain mechanical equipment relating to the exhaust, ventilation, heating and air conditioning of the Unit (each, collectively, "Unit Mechanical Equipment") – each of which shall be located in the Unit, shall be considered a part of such Unit, and shall service such Unit exclusively. Any maintenance, repair, and replacement relating to the Unit Mechanical Equipment, whether ordinary or extraordinary, shall be the obligation of the respective Unit Owner at such Unit Owner's sole cost and expense. In furtherance thereof, each Unit Owner shall be obligated to procure and maintain for the duration of the Unit Owner's ownership of the Unit a service and maintenance agreement for the Unit Mechanical Equipment ("Mechanical Equipment Service Agreement"), all costs and expenses of which shall be borne solely by the Unit Owner. The Condominium Board shall have the right to regulate the Mechanical Equipment Service Agreements in its reasonable discretion, including without limitation by requiring the Unit Owners to choose from a list of pre-approved vendors for the Mechanical Equipment Service Agreements. To the extent that any Unit Owner fails to renew or otherwise maintain the Mechanical Equipment Service Agreement for the duration of the Unit Owner's ownership of the Unit, such failure shall constitute a default under the Declaration and By-Laws, entitling the Condominium Board (in addition to all other rights and remedies afforded to the Condominium Board in an event of a default under the Declaration and By-Laws) to procure and sign a service agreement with a vendor of the Condominium Board's choice to service the Unit Mechanical Equipment located in the defaulting Unit Owner's Unit, on such terms and subject to such prices as may be acceptable to the Condominium Board in its sole discretion, in which event all costs and expenses associated therewith (including without limitation all fees imposed by the vendors) shall be payable by the defaulting Unit Owner and shall constitute part of the Common Charges assessed against the Unit.

39. Certain Units will contain gas burning fireplaces – each of which, together with all associated parts and equipment (including without limitation the flue), is collectively hereafter referred to

as a "Fireplace." Each Fireplace, to the extent located in a Unit, shall be considered a part of such Unit and shall service such Unit exclusively. Any maintenance, repair, and replacement relating to the Fireplace, whether ordinary or extraordinary, shall be the obligation of the respective Unit Owner at such Unit Owner's sole cost and expense. In furtherance thereof, each Unit Owner whose Unit contains a Fireplace shall be obligated to procure and maintain for the duration of the Unit Owner's ownership of the Unit a service and maintenance agreement for the Fireplace ("Fireplace Service Agreement"), all costs and expenses of which shall be borne solely by the Unit Owner. The Condominium Board shall have the right to regulate the Fireplace Service Agreements in its reasonable discretion, including without limitation by requiring the applicable Unit Owners to choose from a list of pre-approved vendors for the Fireplace Service Agreements. To the extent that any Unit Owner of a Unit containing a Fireplace fails to renew or otherwise maintain the Fireplace Service Agreement for the duration of the Unit Owner's ownership of the Unit, such failure shall constitute a default under the Declaration and By-Laws, entitling the Condominium Board (in addition to all other rights and remedies afforded to the Condominium Board in an event of a default under the Declaration and By-Laws) to procure and sign a service agreement with a vendor of the Condominium Board's choice to service the Fireplace located in the defaulting Unit Owner's Unit, on such terms and subject to such prices as may be acceptable to the Condominium Board in its sole discretion, in which event all costs and expenses associated therewith (including without limitation all fees imposed by the vendors) shall be payable by the defaulting Unit Owner and shall constitute part of the Common Charges assessed against the Unit.

40. The emergency generator services certain "life safety" elements of the Building, including for example the egress lighting, fire alarm control panel, ARCS, all four (4) elevators (noting however that only one (1) elevator can be operational at a time when relying on emergency power, as may be selected by Managing Agent), fire alarms, etc. All other components and services of the Building will not be serviced by the emergency generator, including for example refrigerators, lighting, and air conditioning in Units, Ancillary Amenity Areas, the garage, etc. Notwithstanding anything to the contrary, the Condominium Board and its Permitted Users shall not be liable for any loss or damage caused by power outages, temperature fluctuations, or other such causes in or around any portions or elements of the Building, including without limitation in Units, in Storage Lockers, and otherwise in any Ancillary Amenity Area(s). Any loss or damage in any Unit and/or Ancillary Amenity as a result thereof will be at the sole cost of the Unit Owner and/or Ancillary Amenity Licensee, as applicable

41. Residents are obligated to comply with the Building's smoking policy ("Smoking Policy"), which is annexed hereto and made a part hereof. Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including, without limitation, the imposition of fines or penalties against the Unit Owner in accordance with the By-Laws.

RULES AND REGULATIONS
SMOKING POLICY
FOR 720 WEST END AVENUE CONDOMINIUM

For the purpose of this Smoking Policy, the term "smoking" and similar terms means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette, e-cigarette or other tobacco or non-tobacco smoking product in any manner or in any form.

1. No Unit Owner, tenant, occupant, or any other person (including without limitation invitees, guests or contractors) occupying or visiting a Unit shall smoke (i) in any common area, indoor or outdoor, of the Building, including without limitation all entrances, elevators, hallways, basement, stairwells, fire stairs, amenity areas, and driveways, and (ii) within a radius of thirty (30) feet outside all entrance doors of the Building ((i) and (ii) collectively "Prohibited Smoking Locations").

2. Persons may smoke within a Unit and on a Terrace exclusive to a Unit, provided however that such smoking does not trigger complaints of smoke odors permeating into other Units or Prohibited Smoking Locations in the Building. If the Condominium receives, and notifies the Unit Owner of, complaints regarding smoke odors permeating from their Unit, or any Terrace exclusive thereto, into other Units or Prohibited Smoking Locations, the Unit Owner shall be obligated, at their sole cost and expense, to take all steps necessary to cause such complaints to cease, including but not limited to sealing holes, gaps and cracks in the Unit, installing air purifiers, and creating necessary pressure differentials.

3. Each Unit Owner shall inform all persons that do or will occupy or enter a Unit of this policy and shall be responsible for violations thereof. In the event of any violation of this policy, the Condominium Board shall impose a fine on the common charge account of the Unit of $250 for the first occurrence, $500 for the second occurrence, and $1,000 for every subsequent occurrence thereafter.

4. Each Unit Owner shall inform their household staff, co-occupants and guests of this policy.

5. A Unit Owner who leases their Unit shall include a copy of this policy as an attachment to such lease.

6. A Unit Owner who violates this policy, or whose co-occupant, guest or other invitee violates this policy, shall be deemed to have agreed to indemnify, defend and hold harmless the Condominium from, against and with regard to any loss or damage which the Condominium may incur, or any claim that may be asserted against the Condominium, as a result of such violation of this policy, including, without limitation, the amount of reasonable attorneys' fees and disbursements incurred by the Condominium in connection therewith.

7. Any monetary obligations by a Unit Owner to the Condominium under this policy shall be deemed additional common charges under the By-Laws of the Condominium.

8. Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including without limitation the imposition of fines or penalties against the Unit Owner. Purchasers are advised that the By-Laws empower the Condominium Board to amend the Rules and Regulations, including without limitation to modify or replace the Smoking Policy, and Sponsor makes no representations or guarantees as to whether the Condominium Board will choose to do so at any time.

EXHIBIT E

TO THE DECLARATION

UNIT POWER OF ATTORNEY

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UNIT POWER OF ATTORNEY

Terms used in this Unit Power of Attorney which are used (a) in the declaration ("Declaration") establishing a plan for condominium ownership of the premises known as 720 West End Avenue Condominium ("Condominium") and by the street number 720 West End Avenue, New York, NY 10025 under Article 9-B of the Real Property Law of the State of New York, dated _____, and recorded in the Office of the Register of The City of New York of the County of New York ("Register's Office") on _____, as CRFN# _____ ("Declaration"), or (b) in the By-Laws of 720 West End Avenue Condominium ("By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

[Applicable to Unit Owners of Units only]: The undersigned, _____, (having an office) (residing at) _____, the owner of a Unit _____ ("Unit") in the Condominium which is designated and described as the Unit in the Declaration and also designated as Tax Lot _____ in Block 1243 of the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York and on the Tax Lot Drawings, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as Members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and commencing, pursuing, appealing, settling and/or terminating administration and tax certiorari proceedings on behalf of the Unit Owners for the reduction of the assessed valuation of their Units, such Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;

(b) acquire, lease or license any Unit (including, but not limited to, the Resident Managers Unit), together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, sublease or surrender the same or acquire any Unit, together with its Appurtenant Interests that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Unit so acquired or to sublease any Unit so leased;

(d) acquire, mortgage, lease, sublease, license, convey or otherwise deal with the Resident Manager's Unit, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; and

(e) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Property or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Property which the Condominium Board deems necessary or appropriate or (3) any protest and tax certiorari proceeding documentation affecting Units.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned, _____, (having an office) (residing at) _____, the owner of a Unit _____ ("Unit") in the Condominium which is designated and described as the Unit in the Declaration and also designated as Tax Lot _____ in Block 1243 of the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York and on the Tax Lot Drawings, do(es) hereby nominate, constitute and appoint 720 WEA Ventures LLC ("Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to:

(a) amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Sponsor under the Condominium Documents, including without limitation, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the Declaration, or (2) shall be required by (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit; or (3) shall be required to correct any inconsistencies or scriveners' errors in the Declaration, the By-Laws and/or the Tax Lot Drawings; or (4) relinquish Sponsor's rights under the Condominium Documents, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as (i) Sponsor shall cease to own any Unit in the Condominium; (ii) Sponsor has completed all of its obligations under the terms of the Offering Plan; and (iii) a PCO has been issued for the Property; and

(b) to effectuate Sponsor's and/or Development Rights Owner's utilization, sale or transfer of all or any portion of the Excess Development Rights, as set forth in the Declaration.

(c) to close out or otherwise assume complete control over any open applications and/or permits associated with any work commenced by any Unit Owner (including without limitation to substitute the person who opened the application or permit with an architect chosen by Sponsor) and otherwise take any other actions necessary in Sponsor's sole discretion (to the extent permitted by Law) in order to avoid or mitigate any delay in obtaining a TCO or PCO for the Building (or any amendment to, or extension of, the TCO or PCO).

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, ____.

_____

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

(ACKNOWLEDGEMENT)

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 upon behalf of whom the individual(s) acted, executed the instrument.

_____
Notary

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UNIT OWNER'S SPECIMEN TITLE POLICY

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Uninsured Transactions

File No. SSP-45786-NY **Policy No.**

SCHEDULE A

Amount of Insurance: **Date of Policy:** Date of Closing

1. **Name of Insured:**

   TBD

2. **The estate or interest in the Land that is insured by this policy is:**

   Fee Simple

3. **Title to the estate or interest in the Land is vested in:**

   TBD, who acquired title by Deed from 720 WEA Ventures LLC, a Delaware limited liability company, dated SECURITYINSTRUMENTDATE, and to be duly recorded in the Office of the City Register of the City of New York.

4. **The Land referred to in this policy is described on Exhibit A, within.**

UNINSURED TRANSACTIONS
By: First Nationwide Title Agency LLC, its agent

By: _____
Authorized Signatory

NOTICE: This is a proforma policy furnished to or on behalf of the party to be insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of this proforma policy in no way evidences the willingness of the Company to provide affirmative coverage shown herein.
There are requirements that must be met before a final policy can be issued in the same form as this proforma policy.

Uninsured Transactions

File No. SSP-45786-NY **Policy No.**

EXHIBIT A
DESCRIPTION

The Condominium Unit known as Unit No. TBD (hereinafter referred to as the "Unit") in the building (hereinafter referred to as the "Building") known as TBD Condominium and by the street address 720 West End Avenue, Borough of Manhattan, County of New York, State of New York, in a Declaration dated TBD made by 720 WEA Ventures, LLC, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a plan for condominium ownership of the Building and the Land (hereinafter referred to as the "Land") upon which the Building is situated (which Land is more particularly described below), and which Declaration was recorded in the Office of the City Register, New York County, on TBD in CRFN TBD (which Declaration and any Amendments (if applicable) thereto are hereinafter collectively referred to as the "Declaration"). This Unit is also designated as Tax Lot TBD in Block 1243 on the Tax Map of the Real Property Assessment Department for the County of New York and on the Floor Plans of the Building, certified by TBD, Architects, on TBD and filed with the Real Property Assessment Department on TBD as Condominium Plan No. TBD and also filed in the City Register's Office on TBD as Map No. CRFN TBD.

TOGETHER with an undivided TBD percent interest in the common elements (as such term is defined in the Declaration).

The land upon which the Building containing the Unit is situated is more particularly bounded and described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 95th Street with the easterly side of West End Avenue.

RUNNING THENCE Northerly along the easterly side of West End Avenue, 125 feet 8-1/2 inches;

THENCE Easterly parallel with the northerly side of West 95th Street, 97 feet 0 inches;

THENCE Southerly parallel with the easterly side of West End Avenue, 25 feet 0 inches to the center line of the block;

THENCE Easterly along the said center line of the block, 78 feet 0 inches;

THENCE Southerly again parallel with the easterly side of West End Avenue, 100 feet 8-1/2 inches to the northerly side of West 95th Street;

THENCE Westerly along the northerly side of West 95th Street, 175 feet 0 inches to the point of BEGINNING.

FOR INFORMATION ONLY:

720 West End Avenue, Unit TBD, New York, NY 10025
Block: 1243 Lot: TBD (Base Lot: 1)
County: New York

Uninsured Transactions

File No. SSP-45786-NY **Policy No.**

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) which arise by reason of:

1. Rights of tenants or persons in possession, if any.

2. Any state of facts which an accurate Survey of the building and the unit would show, but policy insures that any encroachments by the Insured Unit on any adjoining Unit or on common areas may remain undisturbed as long as it shall stand.

3. Covenants, conditions, restrictions, easements, agreements of record, etc., as follows:

   a. Terms, covenants and conditions set forth in the Declaration of Condominium and By-Laws dated *TBD*, recorded on *TBD*, as *CRFN TBD*, but policy insures against loss or damage occasioned by the premises not being a part of a Condominium validly created pursuant to Article 9B of the Real Property Law. *To be completed upon the recording of the Declaration of Condominium.*

   b. The premises have been designated as part of the Riverside-West End Historic District Extension II, Manhattan Historic District by Notice of Designation recorded on August 19, 2020, as CRFN 2020000233233 and are therefore subject to the restricted use as set forth in the New York City Charter and in the Administrative Code of the City of New York.

4. Policy excepts real estate taxes to be apportioned.

STANDARD NEW YORK ENDORSEMENT

(OWNER'S POLICY)

INSERT LOGO HERE

ENDORSEMENT

ATTACHED TO POLICY NO.

ISSUED BY

UNINSURED TRANSACTIONS

1. The following is added as a Covered Risk:

   "11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

   5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

UNINSURED TRANSACTIONS
BY: FIRST NATIONWIDE TITLE AGENCY LLC, ITS AGENT

By: _____
Authorized Signatory

CONDOMINIUM ENDORSEMENT

(NEW YORK)

ENDORSEMENT

ATTACHED TO POLICY NO.

INSERT LOGO HERE

ISSUED BY

UNINSURED TRANSACTIONS

The Policy insures the insured against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the State of New York.

2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.

3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are created by the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the Public Records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.

4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured first mortgage identified in Schedule A.

5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.

6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.

7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the amount of insurance.

Date of Endorsement:

UNINSURED TRANSACTIONS
BY: FIRST NATIONWIDE TITLE AGENCY LLC, ITS AGENT

By: _____
Authorized Signatory

WAIVER OF ARBITRATION ENDORSEMENT

(OWNER'S POLICY)

INSERT LOGO HERE

ENDORSEMENT

ATTACHED TO POLICY NO.

ISSUED BY

UNINSURED TRANSACTIONS

The policy is amended by deleting therefrom:

A. If this endorsement is attached to an ALTA Owner's Policy: Condition 14.

B. If this endorsement is attached to a TIRSA Owner's Extended Protection Policy: Condition 12.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any other endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any other endorsements, nor does it extend the effective date of the Policy and any other endorsements, nor does it increase the face amount thereof.

Date of Endorsement:

UNINSURED TRANSACTIONS
BY: FIRST NATIONWIDE TITLE AGENCY LLC, ITS AGENT

By: _____
Authorized Signatory

ATTORNEY'S INCOME TAX OPINION

4890-0680-6427.DOC

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O L S H A N

1325 AVENUE OF THE AMERICAS ▪ NEW YORK, NEW YORK 10019
TELEPHONE: 212.451.2300 ▪ FACSIMILE: 212.451.2222

EMAIL: WGLEICHER@OLSHANLAW.COM
DIRECT DIAL: 212.451.2231

August 22, 2023

720 WEA Ventures LLC
c/o InterVest Capital Partners
425 Park Avenue, 35th Floor
New York, New York 10022

Re: **720 West End Avenue House Condominium**

Ladies and Gentlemen:

In connection with the offering of condominium units under a plan entitled Condominium Offering Plan for 720 West End Avenue House Condominium (the "Plan"), you have requested our opinion as income tax counsel to the Plan concerning certain tax matters. Specifically, you have requested our opinion as to the deductibility for U.S. federal, New York State and New York City income tax purposes of payments of mortgage interest and real property taxes by individual Unit Owners. You have also asked for our opinion as to the tax status of the condominium association.

All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Plan.

We understand that under the Plan each Unit Owner will hold title to his Unit and an undivided interest in the Common Elements of the Property in fee simple. Under New York State law, each Unit and its interest in the Common Elements will be taxed as a separate parcel for real property tax purposes. Each Unit Owner may place a separate mortgage on his Unit and, by doing so, incur direct liability for the interest payable on such mortgage.

This opinion addresses certain of the U.S. 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, who purchased such Unit on or after the date hereof, and who uses the Unit as a qualified residence. It does not address, among other things, the tax consequences of ownership of a unit other than a Unit by any person or entity, Storage Locker or a Unit by corporations, other entities or foreign persons, or individuals who are not residents of New York City, or, except as specifically discussed, by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income.

In our opinion under present law, subject to the limitations discussed in the following paragraph, interest on a mortgage secured by a Unit paid or accrued by the owner of such Unit who is liable for the interest payment on such mortgage and who uses the Unit exclusively as his personal residence will be deductible for U.S. federal income tax purposes in the appropriate year according to his method of accounting, provided that he itemizes his deductions. In

rendering this opinion we assume that such interest is not prepaid, that the mortgage proceeds were used by the Unit Owner to purchase the Unit, that the Unit is the owner's principal residence and that the Unit Owner is an individual.

Except as provided below, mortgage interest is deductible if paid or accrued during the taxable year on indebtedness which is secured by either the taxpayer's principal residence, as defined for purposes of exclusion of gain on sale under Internal Revenue Code ("Code") Section 121, or on certain designated second homes. However, a ceiling is placed on the amount of indebtedness which may be taken into account for purposes of this deduction. In general, with respect to indebtedness incurred in purchasing a Unit, this ceiling is $750,000, or $375,000 in the case of a married individual filing a separate return. [1] However, special limitations may apply to the deductibility of points and prepaid interest if any.

It is also our opinion under present law that real property taxes assessed against a Unit Owner's Unit which are paid or accrued by such owner will be deductible for U.S. federal income tax purposes in the appropriate year according to his method of accounting, provided that he itemizes his deductions. Pursuant to changes in the 2017 Tax Cuts and Jobs Act, for a taxable year beginning after December 31, 2017 and before January 1, 2026, the aggregate deduction for state and local real property taxes; state and local personal property taxes; state, local, and foreign income, war profits, and excess profits taxes; and general sales taxes (if elected) for any such taxable year is limited to $10,000 ($5,000 in the case of a married individual filing a separate return).

We note that, with respect to a Unit Owner who is subject to the alternative minimum tax, no deduction is allowed for real property taxes paid by such Unit Owner and a deduction for mortgage interest is allowed to the same extent as described above.

Subject to certain limitations for high income taxpayers, the amount of mortgage interest and real property taxes described above that are deductible for U.S. federal income tax purposes should also be allowable as deductions for New York State and New York City income tax purposes to a resident individual.

We have reviewed various documents included as exhibits in the Plan relating to the organization of the Condominium Board of 720 West End Avenue House Condominium (the "Association"), including the Declaration of Condominium and By-Laws of the Condominium (which are the instruments which will create the Association).

Our opinion has been requested as to whether the Association will be eligible to qualify as a tax-exempt organization for U.S. federal income tax purposes. In order for the Association

[1] Without further Congressional action, the $750,000 and $375,000 threshold limitations will expire pursuant to a sunset provision contained in the 2017 Tax Cuts and Jobs Act. Accordingly, the $750,000 and $375,000 threshold limitations will be increased to $1,000,000 and $500,000 respectively for taxable years commencing on or after January 1, 2026. The deduction for interest payable on certain home equity indebtedness was repealed pursuant to the 2017 Tax Cuts and Jobs Act. However, as a result of a similar sunset provision contained in the 2017 Tax Cuts and Jobs Act, for taxable years commencing on or after January 1, 2026 (assuming no further Congressional action), an individual may again deduct interest on an additional $100,000 of home equity indebtedness in excess of the threshold limitations mentioned above (or $50,000 of home equity indebtedness in excess of the threshold limitations in the case of a married individual filing a separate return).

to qualify as an exempt organization for U.S. federal income tax purposes under Code Section 528, it must meet the following six conditions:

(1) The Association must be organized and operated to provide for the acquisition, construction, management, maintenance, and care of the Association's property.

(2) Sixty percent (60%) or more of the Association's gross income for the taxable year must consist solely of amounts received as membership dues, fees or assessments from owners of residential units.

(3) Ninety percent (90%) or more of the expenditures of the Association for the taxable year must be expenditures for the acquisition, construction, management, maintenance, and care of the Association's property.

(4) No part of the net earnings of the Association may inure to the benefit of any private shareholder or individual, other than by acquiring, constructing, or providing management, maintenance, and care of the Association's property and other than by a rebate of excess membership dues, fees, or assessments.

(5) The Association must qualify as a “condominium management association,” which is an organization meeting the requirements of condition (1), above, with respect to a condominium project substantially all the units of which are used by individuals for residences.

(6) The Association must properly elect to have Code Section 528 apply for the taxable year.

“Substantially all the units” of a condominium management association will be considered as used by individuals for residences if at least eighty-five percent (85%) of the total square footage of all Units within the project is used by individuals for residential purposes. Units that are used for purposes auxiliary to residential use are considered as used for residential purposes. These auxiliary purposes include laundry areas, storage rooms, and areas used by maintenance personnel. A special limitation is established for transient use. No building or Unit will be considered as used for residential purposes if, for more than one half the days in the Association's taxable year, such Unit or building is occupied by a person or series of persons each of whom occupies the Unit or building for less than thirty days.

You have advised us that more than 85% of the total square footage of the Units will be used by individuals for residential purposes and that no person may rent his Unit for a period of less than thirty (30) days. Accordingly, the "substantially all" test should initially be met.

Our review of the documents referred to above indicates that the Association meets all the organizational tests described above for qualification for exemption. Assuming the Plan is consummated in accordance with its provisions and that the Association, in its actual operation, meets the other tests set forth above, it is our opinion that the Association will be eligible to elect, on an annual basis, tax-exempt status under Code Section 528. If such exempt status is properly elected, it is our opinion that the Association will not be subject to U.S. federal income tax for the taxable years in which such election is in effect, except as noted in the following paragraph.

An effective election will exempt from U.S. federal income taxation all amounts received by the Association as exempt function income. This consists of amounts received as membership dues, fees, or assessments from owners of Units. However, the Association will be subject to tax on income which is not exempt function income to the extent such income exceeds expenses properly allocable to such income. Examples of income which is not exempt function income are interest earned on reserve funds, amounts received from persons who are not members of the Association, amounts received for work done on privately owned property which is not Association property, and amounts received from members for special use of the Association's facilities, the use of which is not available to all members as a result of having paid the dues, fees, or assessments required to be paid by all members.

If the Association fails to qualify as a "homeowners association," or if it does but chooses not to make the necessary election, the present state of the law is uncertain as to the tax treatment of any income of the Association in excess of appropriate deductions and credits. Tax authorities may take the position that the Association is a separate taxable entity and that some or all of its income (including the non-membership, and possibly membership, income described above less expenses related to such income) is subject to U.S. federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners. The tax treatment of the Association may be affected by certain United States Treasury Department regulations relating to entity classification.[2]

This opinion deals only with the specific tax matters discussed above, which do not necessarily comprise all tax matters which may be significant to purchasers of Units. We express no views as to any U.S. federal, New York State or New York City tax consequences other than as explicitly discussed in this opinion or as to the tax status or tax consequences of the Plan under the laws of any foreign jurisdiction. Accordingly, it is recommended that each prospective purchaser of a Unit consult with his own tax advisor concerning the U.S. federal, New York State, and New York City tax consequences of the purchase and ownership of a Unit.

This opinion is based solely on the facts and documents referred to above. No warranties are made that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, counsel to Sponsor, income tax counsel to the Sponsor, the Association, or any other person be liable if, by reason of future changes in fact or applicable law, regulations, decisional law, or Internal Revenue Service rulings, the tax consequences described previously should change.

ALL UNIT OWNERS, POTENTIAL UNIT OWNERS, THE ASSOCIATION AND THE CONDOMINIUM ARE HEREBY INFORMED THAT (I) ANY TAX ADVICE CONTAINED IN THIS OPINION IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE, (II) THE ADVICE IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED

[2] To remove doubt in the area, the Association may be able to elect to be treated as a corporation for U.S. federal income tax purposes if it files Form 8832 with the IRS within 75 days of its formation.

IN THE PLAN, AND (III) EACH UNIT OWNER, EACH POTENTIAL UNIT OWNER, THE ASSOCIATION AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Sincerely yours,



OLSHAN FROME WOLOSKY LLP

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REAL ESTATE TAX PROJECTION OPINION

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MARCUS & POLLACK LLP

ATTORNEYS AT LAW

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ODELIA NIKFAR

October 26, 2023

720 WEA Ventures LLC
c/o InterVest Capital Partners
425 Park Avenue, 35th Floor
New York, NY 10022

Re: Real Estate Tax Projection
720 West End Avenue
Manhattan Block 1243 Lot 1

Ladies and Gentlemen:

You have requested that we project the real estate tax liability for the building at the location described above (the "Property") for purposes of conversion to a condominium.

You have provided us with a description of the Property, which we understand is subject to change, and the start date of the first year of condominium operation. You have advised us that this condominium is comprised of the existing block and lot referenced above.

You have advised us that the existing property will be significantly altered and expanded to contain sub-cellar, cellar and 16 floors, and a bulkhead above ground, with a total of 266,172 gross square feet.

You have advised us that the property will be a residential condominium and that the parking area will be general common elements.

We have projected the real estate taxes for each of the New York City fiscal years for the first and second year of condominium operation. Our projections are based on the description of the Property that you have provided, a review of public records, an analysis of the historical assessments for the Property as well as that of similar buildings, our experience with New York City's tax policies and assessment practices, and applicable law.

The City levies real estate taxes on the basis of its fiscal year that runs from July 1 to June 30. An annual tax is levied on each separately assessed parcel of real property.

The City's Department of Finance ("DOF") conducts an annual revaluation for real property tax assessment purposes. DOF estimates a Full Value for each property using one or more of three generally recognized appraisal methods. These are the sales price comparison, income capitalization and cost approaches to value.

Full Value is generally equated with market value, which is the price that a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

In theory, the three approaches to value should produce similar estimates. However, in practical use, the choice of methods may be limited by the availability of data and the results of the different approaches may be difficult to reconcile.

Each of the three approaches to value may make use of data for the subject property as well as from other similar properties.

The sales price comparison approach involves identifying properties that have recently sold in open market transactions and adjusting for time trends and differences between the sold properties and the subject property. For most types of property, comparisons are made on the basis of sale price per standard unit, such as square feet of building floor area.

The capitalization of income approach relies on the assumption that the price an investor will pay for an income-producing property is based on the potential net income to be derived from ownership of the property. The income capitalization method commonly applied for tax assessment purposes involves dividing an estimated annual net operating income by a capitalization rate that reflects the rate of return required by investors in the applicable market.

The cost approach relies on the assumption that the price an investor or property user will pay for a property is limited by the sum of the cost of renovation and the value of the underlying land. This method of valuation is generally considered best used for new buildings; for older buildings it requires adjustment for depreciation and obsolescence, which are difficult to determine. Relevant data used in the cost approach include material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees, and renovation-period taxes ("soft") costs.

The methods developed by the appraisal profession for single-property valuations are modified for tax assessment purposes by the needs of the mass appraisal process and legal constraints imposed by judicial precedent in contested valuation cases and state and local laws.

Real Property Tax Law §581 requires that the DOF assess residential condominiums without regard to their form of ownership. This requirement has been interpreted to mean that condominiums are to be assessed as if they were rental properties and precludes the use of individual sales to determine an aggregate value of the condominium property.

We observe that DOF's estimates of gross income are often substantially less than actual market rents, especially where the applicable rents would be near the top of the market. This produces values substantially less than those that would be obtained by conventional application of the income approach as used in appraisals for private purposes. In the event DOF adopts a market rent for the building, the resultant assessed values may be significantly greater than as projected herein.

The courts have held that the most relevant method for valuation of rental apartment buildings is the capitalization of income. This has been extended to residential condominiums where the income capitalization approach relies on rents imputed from comparable rental properties.

Consistent with the statute and judicial precedent, DOF has adopted a practice of using the income approach as the primary method of valuation for condominiums. Under current practice, DOF considers renovation cost only in connection with measuring value increments during renovation, which in aggregate are limited by the value derived by the income approach.

Tax assessments are determined based on the value and condition of the property on the Taxable Status Date, which is the January 5 prior to the beginning of the City fiscal year for which the assessment is made. Real Property Tax Law §§301, 302; New York City Charter §1507.

DOF publishes tentative assessments for each tax lot on or about January 15. Tentative assessments are subject to change by DOF for limited periods and become final on May 25 of each year.

Tentative assessments may be appealed by filing an application on or before March 1 with the New York City Tax Commission, which has authority to reduce assessments that it finds erroneous. Tax Commission appeals and further proceedings in state court may continue after the assessments are final and are often resolved one or more years after the taxes have been paid. In residential condominiums, the Condominium Corporation typically retains counsel to challenge the annual assessments.

In making our projection, we seek to emulate the method that DOF will use to estimate the value of the property. We review all of the general information published by DOF as well as the assessments and related data published in respect to comparable buildings.

We have observed the following aspects of DOF's current methods of valuation of condominiums:

DOF uses the income-approach to value as its primary method.

The gross income used for the income approach is determined by multiplying the gross floor area by an estimated income per gross square foot. There is considerable variation in the estimated income per square foot that is not apparently explained by differences in location, height, amenities or other physical or market criteria. There are similar variations in the estimated operating expenses deducted from gross income to determine net income.

Residential gross area as measured by DOF is typically about 25% greater than the aggregate unit areas listed in the offering plan although we have observed a range from about 10% to 33%. Gross floor area generally includes all areas from the outside surface of the outer walls. Therefore, most or all of the common areas of the building, which are excluded from the unit areas, are included in DOF's measurement. However, space open to the sky, such as balconies, terraces and roof decks are not included in DOF's measurement of gross floor area. Floor area, other than amenity or commercial space, that is located below-grade or above the main roof may also be excluded in some cases.

In mixed-use buildings, DOF's estimate of gross residential floor area often appears to reflect the total gross area of the building, less the unit areas of the commercial and other nonresidential uses.

The actual method used to measure gross area varies from building to building. The use of gross floor area instead of the net areas commonly used in the residential sale and rental markets is not inherently inconsistent with appraisal theory. If the imputed rents are based on comparable buildings measured in the same manner, the resulting estimate may be valid. However, the use of gross floor area may introduce more apparent and actual variation in value estimates.

We observe that DOF's estimates of gross income are often substantially less than actual market rents, especially where the applicable rents would be near the top of the market. This produces values substantially less than those that would be obtained by conventional application of the income approach as used in appraisals for private purposes. DOF's estimates of operating expenses and capitalization rates tend to further increase this disparity.

DOF's capitalization rates for most residential buildings are nearly the same within each borough of the City. However, because of the variation in the income and expense estimates used by DOF, the resulting Full Value estimates per gross square foot vary substantially. The variations in the relationship between gross and unit areas may cause further variations in the value estimates when measured by unit floor area.

We have sought to be as accurate in our projections as possible based on DOF's current practices, as best they can be determined from observation and public information. In order to emulate DOF's current methods as closely as possible, we give greatest weight in our projections to the historical assessment of the property and that of comparable properties. However, the wide variation in DOF's value estimates makes it highly likely that the assessment and taxes actually imposed on the property will vary, at least to some extent, from the assessments and taxes that we have projected, and that there will be other, similar properties with higher or lower taxes per square foot.

These comparable assessment studies generally indicate that the City's assessment of newly renovated buildings is often lower than that what would normally be indicated by the capitalization of income method based upon market rents. There are wide variations in valuation estimates made by DOF for similar buildings. Accordingly, the assessments and taxes actually imposed on this property may be significantly greater or less than as projected herein.

Further, there is no certainty that DOF's current practices will remain unchanged or that the indicators of market value will not change prior to completion of the Property resulting in the assessment and tax liability actually imposed on the property differing substantially from those that we have projected here.

Generally, assessments change every year. Over the long term, values have increased steadily with very large percentage increases occurring for some buildings in some years.

DOF multiplies its estimated Full Value by its stated level of assessment of 45% to determine an Actual (or target) Assessment. The 45% level of assessment, which is determined administratively, has been in place since 1983. We have applied the 45% level of assessment in projecting the Actual Assessments.

State law provides for most year-over-year changes in Actual Assessments to be phased in over five years to determine a Transition Assessment. However, assessment changes attributed by DOF to renovation work are not phased in but added in full to both the Actual and Transition Assessments.

DOF calculates a Taxable Assessment, which is the lesser of the Actual and Transition Assessment, after deduction of any partial exemption to which the property is entitled. We have been advised that no application has or will be made for a building-wide exemption. However, owners may benefit from individual exemptions or abatements that apply to their specific units. For purposes of this projection, we have assumed that none of the units will benefit from a partial exemption.

The current and historical assessed values for the property are as follows:

Tax Year	**Actual Total Assessment**	**Transitional Assessment**
2021/22	$11,824,200	$12,653,320
2022/23	$12,889,350	$12,906,190
2023/24	$13,670,100	$13,190,210

As part of its annual assessment, DOF determines the Tax Class of each tax lot. Buildings that are primarily residential in actual use or design are designated as Class 2 property.

Separately assessed commercial, community facility, parking and storage units are designated as Class 4 property.

The most recently determined tax rates, which were applied to taxes for the 2023/24 City fiscal year, are 12.502% for Class 2 Property and 10.592% for Class 4 Property.

DOF calculates the annual tax for the fiscal year by multiplying the Taxable Assessment by the tax rate for the tax lot's Tax Class. Tax rates are set annually as part of the City's budget process and are often adjusted retroactively after the initial bills are issued. Over the past twenty years, tax rates have increased and decreased each year, usually by relatively small increments. We have assumed for purposes of these projections that the most recent final tax rates will remain in effect for all of the fiscal years involved.

Our projections of the assessments and tax liabilities for the first and second years of condominium operation are set forth below.

Average assessed values and taxes per gross square foot of floor area are provided here to inform the reader with respect to the Property as a whole; these values are rounded and cannot be accurately used to estimate the assessed value or taxes for a specific unit. The tax estimates for specific units should be based on the share allocation as applied to the total projected tax.

The final assessment roll for tax year 2023/24, as of the January 5, 2023 taxable status date governing the 2023/24 assessment roll, shows the total Actual Assessed Value of the building to be $13,670,100 and the total Transitional Assessed Value to be $13,190,210.

The projected assessed values and approximate tax liability for the property are as follows:

Approximate Start of Renovation	2/1/2022
Approximate End of Renovation	12/31/2024
Estimated Total Gross Floor Area	266,172 sq. ft.
Projected City Full Value as if Complete:	$82,809,067
Projected City Full Value per Sq. Ft.	$311.11
Level of Assessment	45%
Projected Actual Assessed Value as if Complete:	$37,264,080
Projected Actual Value per Sq. Ft.	$140
Start of Condominium Operation:	11/1/2024

Estimated Fiscal Year Assessment	2024/25
City Fiscal Year	7/1/2024 - 6/30/2025
Estimated Gross Floor Area	266,172 sq. ft.
Estimated Actual Assessed Value for 2024/25	$20,495,244
Estimated Actual Assessed Value per Sq. Ft.	$77
Estimated Transitional Assessed Value	$20,495,244
Level of Assessment	45%
Estimated Taxable Assessed Value	$20,495,244
Estimated Tax Rate	12.502%
Estimated Annual Tax	$2,562,315.41
Estimated Tax Per Month	$213,526.28

Estimated Fiscal Year Assessment	2025/26
City Fiscal Year	7/1/2025 - 6/30/2026
Estimated Gross Floor Area	266,172 sq. ft.
Estimated Actual Assessed Value for 2025/26	$37,264,080
Estimated Actual Assessed Value per Sq. Ft.	$140
Estimated Transitional Assessed Value	$37,264,080
Level of Assessment	45%
Estimated Taxable Assessed Value	$37,264,080
Estimated Tax Rate	12.502%
Estimated Annual Tax	$4,658,755.28
Estimated Tax Per Month	$388,229.61

Estimated Fiscal Year Assessment	2026/27
City Fiscal Year	7/1/2026 - 6/30/2027
Estimated Gross Floor Area	266,172 sq. ft.
Estimated Actual Assessed Value for 2026/27	$38,382,002
Estimated Actual Assessed Value per Sq. Ft.	$144.20
Estimated Transitional Assessed Value	$38,382,002
Level of Assessment	45%
Estimated Taxable Assessed Value	$38,382,002
Estimated Tax Rate	12.502%
Estimated Annual Tax	$4,798,517.89
Estimated Tax Per Month	$399,876.49

First Year of Operation	11/1/2024 – 10/31/2025
City Fiscal Year 2024/25: 8 months at $213,526.28 =	$1,708,210.24
City Fiscal Year 2025/26: 4 months at $388,229.61 =	$1,552,918.43
Projected Annual Tax	$3,261,128.67
Second Year of Operation	**11/1/2025– 10/31/2026**
City Fiscal Year 2025/26: 8 months at $388,229.61 =	$3,105,836.88
City Fiscal Year 2026/27: 4 months at $399,876.49 =	$1,599,505.96
Projected Annual Tax	$4,705,342.84

The foregoing analysis is based upon our experience with DOF assessment practices in respect to properties held in the condominium form of ownership. Application of a particular approach to valuation when actually made may result in assessed valuations significantly more or less than estimated herein.

The projected real estate taxes for the first year of condominium operation contained on the Schedule A are based on a split year, with the first eight (8) months of the year based on the assessment of the building before renovation is complete, and the last four (4) months of the year based on the assessment of a building following completion. Purchasers are advised that real estate taxes may increase materially when the building is reassessed in subsequent tax years. It is estimated that the property will be reassessed as a complete building, as of the January 5, 2025 taxable status date for tax year 2025/26. Based on the foregoing, real estate taxes may not be assessed as a complete building until July 1, 2025, which is the last four (4) months of the first year of condominium operation.

The projection is estimated at 3% annual growth rate to the Actual Assessment for tax year 2026/27. These projections do not take into account potential future changes in market values, assessment practices, levels of assessment or tax rates.

Our projections are estimates based on our understanding of the current assessment practices of DOF. However, these practices have not been employed consistently by DOF, and it is therefore not possible to estimate the future assessed valuation of this property with certainty. The assessment and tax liabilities, when actually determined by DOF, may be significantly more or less than as estimated herein.

While we believe our projections are well founded, they are not intended, and should not be construed as representations or warranties.

The relevant laws and practices of the DOF upon which these projections are predicated may in the future be revised in a manner adverse to the interests of the owners, or there may be an adverse interpretation of the law by one or more agencies of the City of New York, or the courts. We have not under undertaken to advise you should we become aware of the changes in DOF's assessment practices or in the relevant laws or judicial precedents.

This letter was prepared at the request of the Board of Directors. Certain figures set forth herein are approximations derived from material submitted by you and are subject to change. We have not passed upon the accuracy of any figures or estimates contained in the offering plan and offer no warranties of the amount of any tax liabilities for any period.

We consent to the inclusion of this letter in the offering plan.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP: md

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FORM W-8
(CERTIFICATION OF FOREIGN STATUS)

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Form **W-8BEN**

(Rev. July 2017)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

▶ For use by individuals. Entities must use Form W-8BEN-E.
▶ Go to *www.irs.gov/FormW8BEN* for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:	Instead, use Form:
• You are NOT an individual	W-8BEN-E
• You are a U.S. citizen or other U.S. person, including a resident alien individual	W-9
• You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services)	W-8ECI
• You are a beneficial owner who is receiving compensation for personal services performed in the United States	8233 or W-4
• You are a person acting as an intermediary	W-8IMY

Note: If you are resident in a FATCA partner jurisdiction (i.e., a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner

2 Country of citizenship

3 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country

4 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)

6 Foreign tax identifying number (see instructions)

7 Reference number(s) (see instructions)

8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income):

_____

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself for chapter 4 purposes,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
  (a) not effectively connected with the conduct of a trade or business in the United States,
  (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
  (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶

Signature of beneficial owner (or individual authorized to sign for beneficial owner) — Date (MM-DD-YYYY)

Print name of signer — Capacity in which acting (if form is not signed by beneficial owner)

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FORM W-9
(REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)

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Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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. See also *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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded 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 grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under *"By signing the filled-out form"* 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

- **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 for 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 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

- **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. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.

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 as defined under section 581.

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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN*. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

*__Note:__ The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to *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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

ESCROW AGREEMENT

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ESCROW AGREEMENT FOR OFFERING PLAN

AGREEMENT made as of the filing date of the Offering Plan (defined below), between 720 WEA Ventures LLC ("SPONSOR") as SPONSOR of the Offering Plan and Starr Associates LLP ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is the SPONSOR of an offering plan for premises known as 720 West End Avenue Condominium and located at 720 West End Avenue, New York, NY 10025 ("Offering Plan"); and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-e(2-b) and 352-h and the New York Department of Law's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers or subscribers, pursuant to the terms of this Agreement and the Offering Plan, and in accordance with the provisions contained in the Escrow Rider to the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1. ESCROW AGENT will establish a master escrow account for the purpose of holding deposits, down payments, advances or payments ("Deposits") made by purchasers or subscribers ("Purchasers") pursuant to the Offering Plan at a commercial or savings bank authorized to do business in the State of New York entitled "Starr Associates LLP, Escrow Account" ("Master Escrow Account").

1.2. All Deposits will be placed initially in a non-interest-bearing checking portion of the Master Escrow Account. If ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser at the time the Deposit is delivered to ESCROW AGENT, the Deposit of such Purchaser will be promptly transferred from the non-interest-bearing checking portion of the Master Escrow Account into an individual interest-bearing sub-escrow account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest-bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.

1.3. ESCROW AGENT has designated the following attorneys to serve as signatories for the Master Escrow Account: Samantha Sheeber, Esq., Adam Kriegstein, Esq., Shaun Pappas, Esq., and Benjamin Siegel, Esq. ("Authorized Signatories"). All Authorized Signatories are admitted to practice law in the State of New York. ESCROW AGENT and all Authorized Signatories have an address of 220 East 42 Street, Suite 3302, New York, New York 10017, and a telephone number of (212) 620-2680.

1.4. Neither ESCROW AGENT nor any Authorized Signatories on the Master Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Offering Plan), or any principal thereof, or have any beneficial interest in any of the foregoing.

1.5. ESCROW AGENT and all signatories designated herein hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.6. The Master Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

1.7. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event there is a consummation of the Offering Plan (i.e., the Offering Plan is declared effective) and Purchaser defaults.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1. All Deposits received from Purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Starr Associates LLP, Escrow Agent". Endorsed instruments will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be returned to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of Deposits, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2. Within ten (10) business days after tender of the Deposit submitted with the purchase agreement or subscription agreement ("Purchase Agreement"), ESCROW AGENT shall notify the Purchaser of the placement of the Deposit into the Master Escrow Account, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive such notification within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Purchase Agreement and rescind within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, New York, 10005 ("Department of Law"). Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in accordance with the Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

3.1. Under no circumstances shall Sponsor seek the release of the Deposits of a defaulting Purchaser until after Consummation of the Offering Plan (as such term is defined in the Attorney General's regulations). Consummation of the Offering Plan shall not relieve SPONSOR of its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and GBL Section 352-h.

3.2. ESCROW AGENT shall release the Deposit if so directed:

3.2.1. pursuant to terms and conditions set forth in the Offering Plan and Escrow Rider to the Purchase Agreement, upon closing of title to the Unit; or

3.2.2. in a subsequent writing signed by both SPONSOR and the Purchaser; or

3.2.3. by a final, non-appealable order or judgment of a court.

3.3. If the Deposits are not released pursuant to paragraph 3.2 and ESCROW AGENT receives a request by SPONSOR or Purchaser to release the Deposits, ESCROW AGENT shall give both parties prior written notice of not fewer than 30 days before releasing the Deposits. If ESCROW AGENT has not received notice of objection to the release of the Deposits at the expiration of the 30 day period, the Deposits shall be released and ESCROW AGENT shall provide further written notice to both parties informing them of the release of the Deposits. If ESCROW AGENT receives a written notice from either party objecting to the release of the Deposits within the 30 day period set forth in the notice, ESCROW AGENT shall continue to hold the Deposits until otherwise directed pursuant to paragraph 3.2. However, ESCROW AGENT shall also have the right at any time to deposit the Deposits with the clerk of a court in the county in which the Unit is located and shall give written notice to both parties of such deposit.

3.4. SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to:

3.4.1. a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or

3.4.2. all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

3.5. In the event SPONSOR and a Purchaser close title under the Purchase Agreement, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser.

4. RECORDKEEPING.

4.1. ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven (7) years after release of the funds.

4.2. Upon the dissolution of ESCROW AGENT, the former partners of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3. ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1. ESCROW AGENT shall maintain the Master Escrow Account under its direct supervision and control.

5.2. A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary and statutory obligations under GBL §§ 352(e)(2-b) and 352(h).

5.3. ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or law or for any act or omission on ESCROW AGENT'S part, including, without limitation, any act or omission which permits a Purchaser to rescind a Purchase Agreement, unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

5.4. ESCROW AGENT shall be permitted to act as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between SPONSOR and a Purchaser whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

5.5. ESCROW AGENT may rely upon any document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

5.6. ESCROW AGENT may consult with legal counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection to ESCROW AGENT in respect of any action taken or omitted in good faith by ESCROW AGENT hereunder in accordance with the opinion of such counsel.

5.7. The provisions of paragraphs 5.5 and 5.6 shall apply only to SPONSOR and nothing contained therein shall be in derogation of the rights of a Purchaser under Article 23-A of the GBL.

6. RESPONSIBILITIES OF SPONSOR.

6.1. SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a partner of, or attorney or legal assistant employed by, ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.

6.2. SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary and statutory obligations set forth in GBL §§ 352(e)(2-b) and 352(h) and the Department of Law's regulations promulgated thereto.

6.3. SPONSOR shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

7.1. This Agreement shall remain in effect unless and until it is cancelled by either:

7.1.1. Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent. Purchaser shall be deemed to have consented to such cancellation; or

7.1.2. The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign. Such resignation shall take effect on the date set forth in the notice from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation. Such amendment shall disclose the identity of the successor escrow agent, the bank in the State of New York where the Deposit is being held, and the account number in which the Deposits will be held, and shall be served on all Purchasers by SPONSOR; or

7.1.3. All units offered by SPONSOR pursuant to the Offering Plan have been sold and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.

7.2. Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any and all Purchase Agreements or documents maintained by ESCROW AGENT relating to such funds to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegals and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. Prior to release of the Deposits, 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.

11. SEVERABILITY.

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all claims, losses, judgments, costs, expenses and damages, including those brought by third-parties, including purchasers, incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, professional fees, including attorneys' fees, court costs and disbursements, either paid to retain attorneys or representing the value of all legal services rendered by Escrow Agent to itself and any and all attorneys' and professional fees, court costs, expenses and disbursements incurred by Escrow Agent in connection with a bankruptcy case filed by Sponsor for protection under the United States Bankruptcy Code, the enforcement of any rights, or defense of any claims against Escrow Agent in any bankruptcy proceeding, or any other matter arising in or in connection with Sponsor's bankruptcy case.

13. ALTERNATE SECURITY

In the event SPONSOR is authorized by the Department of Law to post a Letter of Credit or Surety Bond as alternate security to secure all or a portion of the Deposits, ESCROW AGENT agrees to be the beneficiary of the Letter of Credit or Surety Bond and to act as fiduciary with respect to such Letter of Credit or Surety Bond for the benefit of Purchasers under the Offering Plan whose Deposits were released from escrow in accordance with the "Escrow and Trust Fund" section of the Offering Plan or an amendment to the Offering Plan.

14. ENTIRE AGREEMENT.

This Agreement, read together with GBL Sections 352-e(2-b) and 352-h, the Department of Law regulations, and the Escrow Rider to the Purchase Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:

STARR ASSOCIATES LLP

By: _____
Name: Samantha Sheeber
Title: Partner

SPONSOR:

720 WEA VENTURES LLC

By: _____
Name: Michael Gontar
Title: Authorized Signatory

CERTIFICATION OF SPONSOR AND PRINCIPAL

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PART 20: CERTIFICATION OF SPONSOR AND PRINCIPAL

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, New York, 10005

Re: Condominium Offering Plan
720 West End Avenue Condominium
720 West End Avenue
New York, NY 10025

We are the sponsor and the principal of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE RE: CERTIFICATION OF SPONSOR AND PRINCIPAL]

SPONSOR:

720 WEA VENTURES LLC

By: _____
Name: Michael Gontar
Title: Authorized Signatory

PRINCIPAL OF SPONSOR:

_____
Michael Gontar

Severally sworn to before me
this 19 day of December, 2023.

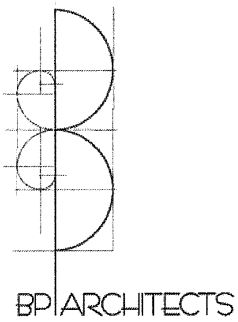
_____
Notary Public

Elisabeth Allan
Notary Public - State of New York
No. 01AL0010320
Qualified in New York County
My Commission Expires 06/27/2027

CERTIFICATION OF ARCHITECT

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02/20/24



New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, New York 10005

Re: Condominium Offering Plan
720 West End Avenue Condominium
720 West End Avenue
New York, NY 10025

Dear Sir/Madam:

The sponsor of the condominium offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing Sponsor's construction work at the property (the "Report"). We examined existing portions of the property on August 2022 and the building plans and specifications that were prepared by BP Architects dated October 2022 and prepared the Revised Report dated 02/20/24, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We are a registered architect/licensed engineer in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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BP ARCHITECTS

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) does not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

BP ARCHITECTS, P.C.

REGISTERED ARCHITECT FERNANDO PAPALE No. 031406 STATE OF NEW YORK

By: _____

Name: Fernando Papale
Title: Principal

Sworn to before me this

20th day of February, 2024.

_____
Notary Public

MELISSA MANGIARUGA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6434823
Qualified in Queens County
Commission Expires June 13, 2026

800 2nd Ave. Ste. 800,
New York,NY 10017
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CERTIFICATION OF BUDGET EXPERT

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PENMARK
PROPERTY ADVISORS, LLC

PART 20: CERTIFICATION BY EXPERT AS TO
ADEQUACY OF CONDOMINIUM BUDGET

February 23, 2024

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, New York 10005

Re: Condominium Offering Plan
720 West End Avenue Condominium
720 West End Avenue
New York, NY 10025

Dear Sir/Madam:

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare and review Schedules B and review Schedule B-1 (collectively, "Schedules") containing projections of income and expenses for the first year of condominium operation. Penmark Property Advisors, LLC is licensed as a real estate broker in the State of New York. The undersigned manager of the company has been engaged in the management residential real estate for over 40 years and has managed over 200 cooperative and condominium buildings during that period and is still active in management

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 Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

PENMARK PROPERTY ADVISORS, LLC
250 EAST 87th STREET, 28G
NEW YORK, NY 10128
T: 212 702 8732 C: 516 316 8102 PENMARKPROPERTYADVISORS.COM

PENMARK
PROPERTY ADVISORS, LLC

(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.

PENMARK PROPERTY ADVISORS, LLC

By: _____
Name: Leslie Bogen Winkler
Title: Manager

Sworn to before me this
23 day of January, 2024.

_____
Notary Public

STUART B. SHAPIRO
Notary Public, State of New York
No. 02SH6082248
Qualified in New York County
Commission Expires Feb 02, 2026

PENMARK PROPERTY ADVISORS, LLC
250 EAST 87th STREET, 28G
NEW YORK, NY 10128
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REAL PROPERTY LAW SECTION 339-kk

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NEW YORK REAL PROPERTY LAW § 339-kk

§ 339-kk. Rents.

(a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the Common Charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for Common Charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers have been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for Common Charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

§HISTORY: Add, L 1998, ch 422, § 3, eff July 22, 1998 (see 1998 note below).

EDITOR'S NOTES:

Laws 1998, ch 422, §§ 4, 5, eff July 22, 1998, provide as follows:

§ 4. This act may be enforced by any party by means of a special proceeding brought pursuant to article 4 of the civil practice law and rules.

§5. This act shall take effect immediately, and is applicable to all cooperative corporations and condominiums in existence on or after such date.

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PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

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Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

March 2021

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

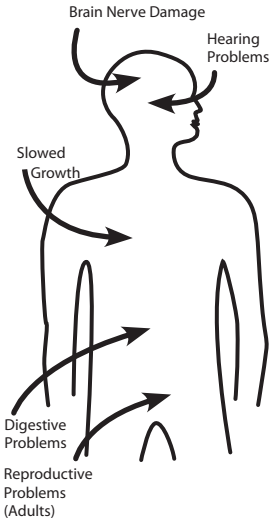
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 100 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples



- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 100 µg/ft^2 for interior windows sills
- 400 µg/ft^2 for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

RESERVE FUND STUDY

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Reserve Study for New Construction for

720 West End Avenue Condominium

720 West End Avenue

New York, NY 10025

November 1, 2024 - October 31, 2054

Prepared by:

Strategic Inspections, LLC

150 Main Street, Suite 2

Port Washington, NY 11050

888-459-9555

Report: November 16, 2023

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EXECUTIVE SUMMARY

Strategic Inspections, LLC (SI) performed a reserve study for 720 West End Avenue Condominium (hereinafter "property") located at 720 West End Avenue, New York, NY 10025. The property will have 131 Condominium residential units and multiple model types. The reserve study is for the fiscal year starting November 1, 2024, and ending October 31, 2025.

The subject property will combine an existing sixteen (16) story building with a new, ten (10) story building. The new ten (10) story building will be connected to and adjacent to the east of the existing building. The existing 16-story building will be entirely 'gut-renovated,' and will incorporate a new penthouse level. After construction, the property will include a small parking garage, sub-cellar, cellar, penthouse levels, and a bulkhead level. The scope of this report is limited to assessing the common elements for the Condominium. This report does not include the cost of reserve items exclusive to the individual residential units.

Amenities will include, but may not be limited to, a lobby and concierge, mailbox room, package room, fitness center, children's playroom, music room, maker's studio, common courtyards, co-working space, residents lounge bar, dining room, virtual sports room, game room, multi-purpose sports court, pilates room, yoga room, laundry facilities, two passenger elevators, one passenger/service elevator, one three-stop service elevator, common area restroom, private terraces, private balconies, and bike and tenant storage rooms

There are currently no ASTM, Fannie Mae, or FHA reserve study standards. The closest standards to review are ASTM E 2018-15 property condition assessment (PCA), and property condition report (PCR) standards or Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator. Additionally, currently, there are three national organizations with a set of reserve study guidelines, the International Capital Budgeting Institute (ICBI), the Association of Professional Reserve Analysts (APRA), and the Community Association Institute (CAI). All of these sources, along with the experience and knowledge of industry experts and professional engineers, were used to create SI’s guidelines for reserve studies.

SI guidelines require that a Reserve Study include a component inventory, a condition assessment, life valuation estimates, fund status, and a funding plan. The guideline also requires that a reserve study include recommended reserve contributions for a minimum of thirty years, projected expenses for a minimum of thirty years, and projected ending reserve fund expenses for a minimum of thirty years.

This report will project the capital repair and replacement reserve for thirty years, as required by SI guidelines. As such, some items with an estimated useful life greater than thirty years are not included in this report at this time. Updating of the reserve study should be performed annually to ensure proper funding is provided as the longer-life items move within the 30-year evaluation period as the property ages.

As of November 1, 2024, the current 'one-time' replacement and/or repair cost for all components identified in this reserve is $7,870,528.27. A future cost has also been calculated for all subsequent replacement/repair costs over the 30-year term subject to an annual compounded inflation rate of 2.63%. The future replacement cost is $13,794,747.30.

The annual contribution for the initial year of this reserve study is $103,250.00, or $8,604.17 on a monthly basis. This equates to an average of $65.68 per month, per unit. In order to meet obligations towards the reserve over the 30-year horizon while maintaining a realistic contribution schedule for condominium owners, this reserve study was performed utilizing an annual increase of 10.00% per year, for the first 26 years. After year 26, an annual increase in contributions no longer appears warranted over the remaining 30-year term.

The operating budget should include a line item to cover the 1st year's recommended reserve amount of $103,250.00, or $788.17 per unit, per year.

A Community Association typically has two major budgetary requirements: the general operating reserve and the capital repair and replacement reserve. The scope of this report is limited to the capital repair and replacement reserve criteria. It is assumed that the general operating reserve is accounted for in the general maintenance budget. This report will project the capital repair and replacement reserve for thirty years. It should be noted that the projection for the first ten years is the most reliable and it is recommended that this study be updated every two years.

This report is intended to be used as a tool to determine reserve fund allocation requirements for the community, to manage future Association obligations, and to inform the community of future financial needs. The reserve plan, based on all the assumptions, assures that funds for major repairs and replacements will be available when needed. It also provides an equitable method for charging current owners, rather than future owners, the cost of current use.

PURPOSE AND SCOPE

The purpose of this reserve study is to produce a reserve funding plan that will project future contributions and expenditures to assure that reserve funds are available as needed. A reserve study helps Community Associations anticipate large expenditures over an extended period of time. By using this structured process and analysis, the Association is able to meet financial requirements without increasing service fees above permitted maximums, borrowing funds, and/or levying special financial assessments to the property owners.

The scope of this report is limited to the following:

- Developing component inventories based upon partial drawings and mutually agreed on assumptions
- Developing life and valuation estimates
- Providing a current funding status evaluation
- Providing a model for a funding plan

This report forecasts Community obligations for thirty (30) years into the future. Due to this forecast, it should be noted that events might occur that affect the cost and useful life assumptions used in this study. Specifically, inevitable market fluctuations and unexpected wear on materials can occur. Therefore, this study should be updated every two years in order to accurately reflect the needs and obligations of the community.

DEFINITIONS AND METHODS

Relevant definitions include:

Reserve Study - The art and science of anticipating and preparing for major common area repair and replacement expenses. It is a budgetary planning tool that identifies the current status of the reserve fund and recommends a stable, equitable funding plan to offset the major anticipated common area expenditures.

Estimated Useful Life - The longevity of any given component identified in this reserve analysis is represented by an 'estimated useful life.' These estimates are typically established by the construction industry in five-year intervals, with the majority estimated at 15, 20, or 25 years.

Remaining Useful Life - An estimate of the number of remaining years that a system or component can be expected to function before replacement should be considered. Remaining Useful Life can generally be determined by subjecting a system or components' initial service date to its corresponding anticipated estimated useful life. Remaining Useful Life is also subject to the opinions of the professionals conducting in-field observations or preparing component schedules and is therefore sometimes referred to as the Adjusted Remaining Useful Life.

Repair/Replacement Reserves - Non-annual maintenance items that will require significant expenditure over the life of the building. Included are items that will reach the end of their estimated useful life during the course of this forecast, or, in the opinion of the investigator, will require attention during that time.

Life and Valuation Estimates - The task of estimating Useful Life, Remaining Useful Life, and Repair or Replacement Costs for the Reserve components. As noted, the Estimated Useful Life is typically established by the construction industry in five-year intervals, with the majority estimated at 15, 20, and 25 years. As a result, when initially performing a reserve analysis, the bulk of components will often show up in specific years (often years 15, 20, and 25) within the reserve schedule. To avoid the over-accumulation of expenditures in any given year, it is not uncommon to adjust the timing for component replacement budgeting in a reserve study (adjusted remaining useful life).

Functional Obsolescence - refers to a decline in value due to its architectural design, building style, size, outdated amenities, local economic conditions, and/or changing technology. The reduction in usefulness or desirability is based on the presupposition that the feature cannot easily or cost-effectively be changed. One example would be a condominium or cooperative high-rise building that does not have an elevator.

Physical Obsolescence - refers to a decline in property value due to gross mismanagement and/or physical neglect resulting from deferred maintenance. All real property is subject to physical deterioration over time but the degree to which property actually deteriorates can be mitigated by the owner. Examples of physical obsolescence include leaking roofs, old HVAC units, old/non-energy efficient windows, etc.

Deferred Maintenance - the practice of postponing maintenance activities such as repairs on both real property (i.e. infrastructure) and personal property (i.e. machinery) in order to save costs, meet budget funding levels, or realign available budget monies. The failure to perform needed repairs often leads to asset deterioration and ultimately asset impairment. Generally, a policy of continued deferred maintenance typically results in higher replacement costs, asset failure, difficulty in mortgage lending, and in some cases, health and safety implications.

Construction Defect - a construction defect occurs when part of the work does not meet the specifications set out in the contract and/or construction law. There are many types of defects, but construction defects tend to result from faults in the architectural design, improper installation of building materials, or poor quality of construction work.

Patent Defect - a patent defect is an easily recognizable fault that is generally observed and corrected during construction, or early in the post-construction inspection process. Patent defects are generally obvious to the eye, and are quick to resolve before becoming more substantial.

Latent Defect - latent defects are not immediately detectable as they are usually concealed, and can take weeks, months, or even years to become apparent. Latent defects are more serious, as the issue tends to be severe by the time there are visible signs. Typically, latent defects are not identified during construction, or even the first few years after completion, which makes them more difficult to resolve. Depending on when the defect becomes known, the original developers and builders may no longer have a contractual obligation to rectify the deficiency.

Cost Threshold - no costs for items that have an estimated useful life of fewer than two years have been reserved. Further, components with a total cost of less than $1,000.00 have been excluded from the reserve. Whereas the 'cost per component' for considerations such as mechanical equipment are clear cut with respect to this cost threshold, other items, such as interior/exterior finishes, or complex systems such as elevators, run the risk of misrepresentation and/or underfunding. For the purposes of ensuring a comprehensive study, it is SI's policy to treat such materials or systems as the ‘component.' The measure by which a 'component' is considered is the ‘field’ in which it has been applied. For the sake of ensuring adequate funds are available for all future capital improvements, the ‘field’ is representative of the aggregate sum of all spaces sharing a 'component' (interior/ exterior finishes), or all sub-components required for the overall function of a system (elevators). It should be noted that certain fields will occasionally be subdivided into specific locations in order to establish all areas within the field. As such, certain costs within this report may present as less than $1,000.00. However, this is to more effectively track future improvements in subsequent updates to this report.

Funding Plan - An association's plan to provide income to a reserve fund to offset anticipated expenditures from that fund.

Funding Method - the method utilized to develop the Funding Plan. There are two most common methods by which a Funding Plan can be developed:

> *Component (Straight Line) Method* - establishes separate accounts for each reserve asset, all of which must be fully funded, every year. The straight-line funding method is more commonly known as the component funding method because each account is designated to a particular asset or component and any funds within that account can only be used for uses related to that component.
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> *Cash Flow (Pooling) Method* - takes all reserve items in an association and puts them into one general use account. Money from this account is used to pay for variable expenses when they occur. The Cash Flow method also takes into account interest on the money being put in the reserve account, taxes owed on the interest being gained, and inflation on all items, so their future cost can be forecasted. The reserve analysis uses a computer algorithm to determine reserve contributions needed to meet various funding goals.

Funding Goal - the parameters by which the Funding Method will be held accountable. There are four most common Funding Goals. The Funding Goal selected depends on the risk tolerance and best interests of the community.

> *Baseline Goal* - The objective of baseline funding is to ensure that the balance for the reserve fund doesn't decrease to below zero. Because there is very little room for flexibility, baseline funding can be risky because early or unexpected expenses can increase the chance that a special assessment will be needed.
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> *Threshold Goal* - Threshold funding involves setting the reserve contribution rate as needed to obtain the desired reserve balance within the specified time period. Thresholds can be established in a number of ways, including a percent-funded goal (in lieu of fully (100%) funded), or a minimum reserve fund ending balance.
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> *Full Funding Goal* - With full funding, contributions are established to ensure that the reserve fund balance at the end of each year is equal to the deterioration value of the association at that time. The calculation for deterioration is a function of the remaining useful life of the components and their replacement costs, subject to the rate of inflation (if used). Reserve contributions calculated to achieve a full funding (100%) objective are significantly higher than those made with a baseline, or threshold funding goal. Note that because the goal for the Component (Straight Line) Method is to be fully funded at the end of each year, this is the only funding goal available to that chosen funding method.
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> *Statutory Goal* - The statutory funding goal is utilized by associations when the reserve fund balance is largely determined by local or state regulations.

SI has utilized the Cash Flow (Pooling) Method with a threshold goal in preparation of the funding plan with the intention that reserve funds would be available for required reserve assets. The following describes how the funding plan was produced:

- Reserve Item Data - for each reserve item the following was determined: description, category, basis cost, cost, quantity, estimated useful life, and estimated remaining life;
- Expenditures - the reserve item data above was used to project when the initial and recurring expenditures will be incurred over the next 30 years (the projection excludes taxes on interest earned);
- Interest – if used, calculated on the available funds within the reserve account(s) at the end of any given year;
- Inflation - if used, applied to reserve item costs annually;
- Contribution – determined based on the following: annual contribution increases, interest earned with related taxes, and inflation on reserve items.
- Reserve Fund Balance – projected from the date of the reserve study to the beginning of the fiscal year

above utilizing the chosen funding method and subsequent funding goal.

PROVIDED INFORMATION AND DOCUMENTS

This study has been performed according to the scope as generally defined and agreed upon by Strategic Inspections, LLC, and 720 West End Avenue Condominium.

The following documents were made available and were reviewed during the course of our study:

- "Draft" Offering Plan - 720 West End Avenue Condominium, 720 West End Avenue New York, New York 10025, prepared by BP Architects, PC, prepared for 720 WEA Ventures LLC c/o InterVest Capital Partners, undated.
- Architects Report - 720 West End Avenue Condominium, 720 West End Avenue New York, New York 10025, prepared for 720 WEA Ventures LLC c/o InterVest Capital Partners, dated November 21, 2022, revised August 2, 2023.
- "Draft" Offering Plan - 720 West End Avenue Condominium, 720 West End Avenue New York, New York 10025, prepared for by 720 WEA Ventures LLC c/o InterVest Capital Partners, undated.
- SCHEDULE “B” - 720 West End Avenue Condominium, 720 West End Avenue New York, New York 10025, prepared for 720 WEA Ventures LLC c/o InterVest Capital Partners, undated.
- CONSTRUCTION 75% SET - 720 West End Avenue Condominium, 720 West End Avenue New York, New York 10025, prepared by BP Architects, PC, prepared for 720 WEA Ventures LLC c/o InterVest Capital Partner, dated January 20, 2023.
- IFC 100% MEP and Fire Alarm Plans- 720 West End Avenue Condominium, 720 West End Avenue New York, New York 10025, prepared by BP Architects, PC, prepared by MG Engineering, D.P.C., prepared for 720 WEA Ventures LLC c/o InterVest Capital Partner, dated May 05, 2023.
- Questionnaire - 720 West End Avenue Condominium, 720 West End Avenue New York, New York 10025, by S.I., by 720 West End Avenue Condominium, dated March 3, 2023.

BUILDING EVALUATION

A complete review and analysis of all available construction drawings for the subject property were performed. The following was observed and noted during this review. Cost projections within this reserve are predicated on the assumption that replacements will be for the components identified within the provided documentation listed above, which are discussed below. A site inspection was not performed on this site. However, it is recommended that an inspection be performed prior to completing an update on this report.

Structure

The description of the structural and foundation systems is based on the review of the construction drawings, the architect's report, and SI's experience with similar buildings.

There are no foundation drawings for the original 16-story building, however, the construction appears to be typical for a mid-rise building of this age and in this area. The existing foundation is supported on spread footing foundations bearing on bedrock. The new sub-cellar and cellar walls and footings will be designed for 20 tons per square foot of rock. The new building addition will have a pressure slab to resist the pressure generated by perched water flowing down the bedrock.

The original superstructure consists of cinder concrete encased steel beams with mesh-reinforced slabs. The building's gravity system consists of steel columns and exterior masonry walls. Structural modifications to the existing 16-story building will include a new penthouse level and modifications to existing framing and columns. The existing building superstructure will be updated/reinforced as required to meet current applicable code standards.

The new ten-story building addition will require the removal of the east exterior wall of the existing 16-story building. The new structure will be framed with steel beams supporting long-span steel decks.

The structural and foundation systems of the property will be new or 'like-new' and in good to excellent condition. Issues of concern regarding capital expenditures for the structural or foundation systems of the building are not anticipated.

Exterior and Roof

The exterior of the existing building consists of brick masonry and terra-cotta backup blocking. The West End Avenue and West 95th Street facades have a limestone base. The existing building's facade has many historical elements which will be restored or replaced. Examples include, but may not be limited to, a two-story main entrance with pilasters and brackets supporting an entablature with swags and shields, a carved lintel above the door, carved surrounds with cartouches and balconettes, etc. Tenant unit windows will be metal-framed double-hung units with two panes of glass. Main entrance doors along West End Avenue will be one metal, double swing glass door, and two metal, single swing glass doors, all with bronze finishes. Common amenity courtyard and private terrace doors will be metal framed single swing glass doors and double swing glass doors.

New York Facade Inspection and Safety Program, commonly referred to as Local Law 11 (LL-11), requires facade inspections every five years on all buildings with more than six stories, including buildings that are six stories above a basement and buildings that are six stories plus a 'penthouse' floor. The project consists of a total gut renovation of the existing building, and whereas a previous LL-11 inspection of the existing building was completed on August 13, 2019, it is anticipated that the property will be subject to a new LL-11 cycle once construction is complete. Whereas it is anticipated that the cost for these inspections would be accommodated by the operations budget, the cost for any subsequent repairs resulting from those inspections generally falls upon the reserve fund.

The building facades will be new, or like-new, and in good condition. However, regardless of their age, or disposition with respect to LL-11, the average building typically requires at least one substantial facade repair event every 30 to 50 years. It is therefore prudent to anticipate that the building will require at least one major facade repair event within, or shortly after, the reserve term. SI includes a standard line item for future facade repairs, to reoccur on a fifteen-year estimated useful life. This line item is incorporated into the reserve fund as a modest fifteen-year expense with the intent of accruing over a period of time, while also accommodating the occasional minor repairs. However, it is important to note that the facade repairs budget should be periodically reviewed and adjusted as required in accordance with the results of any future LL-11 inspections. As the building ages beyond the horizon of this report, SI anticipates that the facade repairs allowance line item will require adjustment to accommodate more significant repair needs. SI has also included an allowance for periodic caulking and sealing and painting of the exterior of the building.

The windows and doors will be new and in good condition. Typical window replacement costs can be significantly reduced by performing routine maintenance on the gaskets and seals, and the longevity of the window units can be extended by utilizing a proactive reconditioning program. Based on their estimated useful lives, SI has included the cost to recondition the windows during the reserve period. Routine maintenance throughout the reserve period will also be required. Based on their estimated useful life, replacement of the various entrance doors and service doors is also anticipated during the reserve period.

Primary roof coverings will consist of inverted roof membrane assemblies (IRMA). The majority of the roof surfaces will be covered by common courtyards, and private and common terraces, finished with concrete pavers. The bulkhead roof surfaces will be covered by a modified bitumen membrane roof system. The building's roof will have a limited warranty of 25 years. The roof membranes will be new and in good condition. Based on the estimated useful life for these roofing types, replacements are anticipated during the reserve period. Concrete roofing pavers will have indeterminately long estimated useful lives; however, damaged pavers often require attention during roofing membrane replacement. Therefore, roof membrane costs have been inflated to accommodate the occasional replacement of concrete pavers.

Parapet walls will be a continuation of the structure and brick facade. Existing parapets will be finished with stone

capstones. The new ten-story addition will have aluminum coping and parapet cladding. Roof terraces will be enclosed with painted aluminum guardrails or metal glass handrailings. The parapet walls, flashings, and guardrails will be new and in good condition. Based on their estimated useful lives, replacement and/or repair of the flashing elements and resecuring and painting of the guardrails is anticipated during the reserve period.

Mechanical, Electrical, and Plumbing

Primary heating and cooling throughout the building will be provided by air-cooled variable refrigerant volume (VRV - sometimes referred to as variable refrigerant flow VRF) split systems with outdoor heat pump units oversized to accommodate multiple indoor fan coil units. It is anticipated that the unit owners will be responsible for maintaining and replacing any dedicated systems, such as any indoor fan coil units or branch controllers, exclusively serving their units. However, outdoor heat pump units serving multiple tenant units would be considered common elements and are therefore included within the reserve. The VRF/VRV split systems will be new and in good to excellent condition. Based on their estimated useful lives, the replacement of the VRF/VRV outdoor heat pumps, indoor fan coil units, and shared branch controllers is anticipated during the reserve period.

Conditioned fresh make-up air for the building will be provided by one 50-ton AAON rooftop unit (RTU). The unit will be new and in good condition. Based on the estimated useful life, the replacement of RTU is anticipated during the reserve period.

Cooling in the elevator machine room will be provided by one small-capacity heat pump unit. This equipment will be new and in good condition. Based on the estimated useful life, the replacement of the heat pump is anticipated during the reserve period.

Supplemental heating will be provided by small-capacity electric unit heaters and cabinet heaters. This equipment will be new and in good condition. Electric and cabinet heaters have an estimated useful life of 15 years. Based on their estimated useful life, the replacement of the heaters is anticipated during the reserve period.

Building ventilation will be provided by a series of exhaust fans ranging in size. Various energy recovery units (ERU) will recover heat from ventilation air to preheat air passing through direct expansion cooling/heating coils. The exhaust fans and ERU units will be new and in good condition. Based on their estimated useful lives, the replacement of the ventilation equipment is anticipated during the reserve period.

Domestic water will be provided to the building from the municipal supply system, and pressure throughout the building will be maintained by two duplex water booster pump systems. The booster pump systems will be new and in good condition. Based on the estimated useful life, replacement of the booster pump systems is anticipated during the reserve period.

Heating for domestic water will be provided by three 1,060-MBH, natural gas-fire, fire-tube boilers. heated domestic water will circulate through two hot water zones via two hot water circulation pumps. The boilers and circulation pumps will be new and in good condition. Based on the estimated useful life, replacement of the boilers and pumps is anticipated during the reserve period.

Additional common area domestic hot water will be provided by two 80-gallon electric hot water heaters. The electric hot water heaters will be new and in good condition. Based on the estimated useful life, the replacement of the electric hot water heaters is anticipated during the reserve period.

The domestic water distribution system piping will be copper. Drainage and vent piping will be cast iron piping. The piping will be new and in good condition with inherently long estimated useful lives. Routine maintenance is anticipated during the reserve period.

A concrete stormwater detention tank will be located in the sub-cellar. No significant capital expenditures are anticipated regarding the detention tank during the reserve period. A duplex sump pump system will maintain the water level in the detention tank by discharging to the municipal stormwater management system. The sump pump system will be in new and good condition. Based on the estimated useful life, replacement of the duplex sump

pump system is anticipated during the reserve period.

ConEdison will supply the electrical service to the building, which will come into the sub-cellar level of the building. The building will have an 8,000-amp, three-phase, four-wire service at 120/208 volts. A 2,000-amp service switch will be provided for the switchboard serving house and common area loads. A 1,600-amp service switch will be provided for a switchboard located on the roof level that serves large equipment on the roof and elevator loads. A 2,500-amp service switch and a 1,600-amp service switch will be provided to serve the residential service distribution switchboards located on every third floor. A 1,600-amp service will be provided for the switchboard serving parking systems and EV chargers. A 1,200-amp service switch fused at 1,000 amps with the feeder tapped ahead of the mains will be provided for the fire pump. The electrical equipment will be in new and good condition. Only routine maintenance is anticipated during the reserve period.

There will be two gas booster pumps, one serving the emergency generator and one serving the residential units. The gas booster pumps will be new and in good condition. Based on the estimated useful life, the replacement of the gas booster pumps is anticipated during the reserve period.

There will be a natural gas-fired standby emergency service generator providing 125kW, at 120/208 volts, 3 phase, 4 wires, located on the 16th floor in the generator room. The generator will be new and in good condition. Based on the estimated useful life, replacement of the generator is anticipated during the reserve period.

The common area lighting on the interior and exterior of the building will be new and in good condition. The cost to replace individual exterior light fixtures is relatively insignificant and can be completed as part of the property's operations budget. Replacement of the interior light fixtures is anticipated during the reserve period.

There will be a fire sprinkler system that covers the building. The sprinkler system will be supplied by the municipal water supply and pressure throughout the sprinkler piping will be maintained by the fire pump that will be located in the cellar. There will be a fire alarm system throughout the building with an alarm panel. The alarm panel and fire pump will be new and in good condition. Based on the estimated useful life, replacement of the fire pump and the fire alarm panel is anticipated during the reserve period.

Interior

The vestibule, lobby, guest waiting area, and reception area will have stone wall and flooring tiling, carpeted flooring, wood wall paneling, and painted ceilings or decorative metal panel ceiling tiles. The elevator lobby will have metal, stone, and wood panel walls, carpeted and stone tile flooring, and decorative metal panel ceiling tiles. The mailroom will have stone tile flooring, wood wall panels, and painted ceilings.

Cellar-level amenities will include the fitness center, yoga and pilates studios, a sports court, a maker's studio, a music room, and the children's playroom. The fitness center will have rubber flooring, mirror walls, wall coverings, wood panel walls, and painted ceilings. The children's playroom will have wood and carpeted flooring, wall coverings, and painted walls and ceilings. The yoga room and the pilates room will have wood flooring and painted walls and ceilings. The sports court will have painted walls and ceilings and wooden sports court flooring. The maker's studio will have vinyl tile flooring, wall coverings, and painted ceilings. The music room will have carpet flooring, wall coverings, and acoustic wall and ceiling panels.

Ground floor amenities will include a lounge bar, a dining room, a co-working/business center, a virtual reality/ sports simulator and game room, and a package room. The lounge bar will have wood flooring, painted wood panels, wall coverings, and painted ceilings. The dining room will have wood panel walls, wood and carpet flooring, and decorative wall covering for the ceiling. The co-working space/business center will have wood and carpet flooring, wall coverings, and painted ceilings. The virtual reality/sports simulator and game room will have carpet and wood flooring, painted wood panels, and painted ceilings. The package room will have porcelain tile, painted walls, and painted ceilings.

The interior finishes will be new and in good condition. Stone tiling, wood wall paneling, and decorative metal finishes have indeterminately long estimated useful lives and will likely only require polishing, and/or minor repairs

as part of property management's routine maintenance budget. However, based on their various estimated useful lives, replacement of the carpet, vinyl flooring, ceramic tile, wood flooring, wall covering, and rubber flooring, as well as repainting, is anticipated during the reserve period.

Common corridors above the 2nd floor will have carpeted flooring, wall coverings, and a combination of painted ceilings in the halls and wood-paneled ceilings in the elevator lobbies. Each of these finishes has a different estimated useful life; however, it is often the case that corridor finishes are all refreshed at the same time to avoid unnecessary community disruptions. Therefore, in lieu of providing itemized finish costs for common corridors, SI has utilized a calculated cost per square foot of floor space for all finishes within the corridors. The finishes will be new and inherently in good condition. Based on the average estimated useful life, SI anticipates the replacement of corridor finishes during the reserve.

Back-of-house (BoH) areas such as mechanical and storage spaces located in the cellar will have concrete floors and ceilings and painted CMU walls. Other areas, such as the laundry room, will have ceramic tile flooring, exposed concrete ceilings, and painted CMU walls. These finishes will be new and in good condition. Based on the estimated useful life, repainting of these finishes will be required during the reserve.

The main egress stairs in the building will have painted walls and ceilings and painted steel handrails. Based on the estimated useful life, repainting of the stairway components, walls, and ceilings is anticipated during the reserve period.

Amenities

The building will have two (2) traction elevators for residential use and one (1) traction service elevator. There are dozens of components involved with the operation of elevator systems, which are not practical to outline individually within the scope of reserve budgeting. SI, therefore, generalizes elevator costs into six main categories - Controllers, Machinery, Cables, Cabs, Cab Doors, and Shaft Doors. On occasion, additional categories may be incorporated to more accurately convey the service histories of the elevator systems. Due to technological advancement and estimated useful life, some elevator components, such as controller equipment and machinery, lend themselves to refurbishment or retrofit, while others, such as cab interiors and doors, are generally budgeted for total replacement. When considering an elevator as a singular system cost, this is commonly referred to as 'modernization,' or 'partial modernization.'

The building will be completed in 2024. The systems will be in new and good condition. Therefore, based on their age, SI has included costs for the modernization of the controller equipment and machinery with subsequent replacement costs to follow after 20 and 30 years, respectively. With respect to the controller and machinery equipment, whereas the line items have been included in the reserve schedule, post-modernization replacements would fall outside the 30-year term defined for this report. The intention behind their inclusion is therefore to ensure consideration for future budgeting requirements. With respect to all other elevator components, based on their estimated useful lives replacements are anticipated during the reserve period. Each elevator category has an estimated useful life representative of the components referenced within, and baseline costs provided in the reserve schedule are representative of the mean pricing established from numerous proposals and bids provided to SI. However, because the scope for elevator modernization can vary significantly, future adjustments to the costs for elevator components within this reserve study may be required.

The building will have one (1) hydraulic three-stop service elevator, which will serve the ground floor, cellar, and sub-cellar levels. The elevator pump assembly, elevator shaftway doors, cab doors, and cab finishes will be new and in good condition. Based on the estimated useful life, rebuilding of the hydraulic systems and replacement or refurbishment of the doors and cab finishes is anticipated during the reserve period.

There will be a concierge/reception desk in the residential lobby. It is also anticipated that the residential lobby will be furnished with various other pieces of furniture, fixtures, and equipment (FF&E). The residential lobby FF&E will be new and in good condition. Based on the estimated useful life, replacement of the residential lobby FF&E is anticipated during the reserve period.

There will be a mailroom with wall-mounted recessed mailboxes, as well as a package room, located near the main entrance in the lobby. The mailboxes will be new and in good condition. Based on the estimated useful life replacement of the mailboxes is anticipated during the reserve period.

As previously noted, cellar-level amenities will include the fitness center, yoga and pilates studios, a sports court, a maker's studio, a music room, and the children's playroom. The fitness center will be equipped with various pieces of cardio and strength training equipment. The sports court will be two stories in height and will presumably have sports padding on at least two walls. The maker's studio, or art room, will be furnished and will include a sink and storage bins. The children's playroom will have various decorations and children's play equipment. The music room will presumably have various pieces of FF&E. There will also be a cellar-level courtyard accessed by the yoga room and children's room.

Ground floor amenities will include a lounge bar, a dining room, a co-working/business center, and a virtual reality/ sports simulator and game room. The lounge bar and dining room will have custom tables and chairs, and access to a functioning kitchen with appliances. The co-working space/business center will be furnished with a large table and chairs, wooden cabinets, and a sink. The virtual reality/sports simulator and game room will have audio-visual equipment, furnishings, and various games including billiards, card tables, or similar. There will also be a ground floor-level courtyard accessed by the dining room and co-working room.

The various pieces of FF&E and landscaping throughout the amenity spaces will be new and in good condition. Based on the various estimated useful lives, replacement of the amenity FF&E and landscaping is anticipated during the reserve period. Allowances for individual amenity spaces have been included throughout the reserve.

A parking garage will be located on the ground floor and will consist of 15 regular parking spaces. The ground level of the building is partially below grade, and the parking garage entrance on West 95th Street will require a vehicle elevator. The parking garage will presumably be secured by an automatic garage door and will have electrified connection points for optional, resident-installed, electronic vehicle (EV) charging stations. The parking garage appurtenances will be new and in good condition. Based on the estimated useful lives, replacement of the garage door, and vehicle elevator, is anticipated during the reserve period. EV charging stations, if installed by the tenants, will be the responsibility of the individual tenants to maintain. Therefore no costs have been included in the reserve.

There will be a laundry room in the cellar. Laundry equipment will presumably be leased through a third-party vendor who will be responsible for the maintenance and replacement of the equipment. Therefore, replacement costs for laundry equipment are not included in this reserve study.

There will be one trash compactor located in the building. The compactor will be new and in good condition. Based on the estimated useful life, replacement of the trash compactor is anticipated during the reserve period.

There will be mobile telephone intercom and security camera systems installed. These systems will be new and in good condition. Based on an estimated useful life of 15 years, the replacement of these systems is anticipated during the reserve period.

ASSUMPTIONS

The study is based on the following financial assumptions:

- Annual Contribution Increase - Varies.
- Interest Earned - 2.00%
- Inflation on Reserve Items - 2.63%

SUMMARY OF RESULTS

As of November 1, 2024, the current 'one-time' replacement and/or repair cost for all components identified in this reserve is $9,516,997.74. A future cost has also been calculated for all subsequent replacement/repair costs over the 30-year term subject to an annual compounded inflation rate of 2.63%. The future replacement cost is $13,794,747.30.

The annual contribution for the initial year of this reserve study is $103,250.00, or $8,604.17 on a monthly basis. This equates to an average of $65.68 per month, per unit. In order to meet obligations towards the reserve over the 30-year horizon while maintaining a realistic contribution schedule for condominium owners, this reserve study was performed utilizing an annual increase of 10.00% per year, for the first 26 years. After year 26, an annual increase in contributions no longer appears warranted over the remaining 30-year term.

FUNDING PLAN

The operating budget should include a line item to cover the 1st year's recommended reserve amount of $103,250.00, or $788.17 per unit, per year.

LIMITATIONS

The observations described in this study are valid as to the date of the investigation, if one was performed, and have been made under the conditions noted in the report. This study is limited to the documentation provided to us. This reserve study is a budgetary tool, and no implication is made as to its uses as an engineering study.

This report does not render an opinion on un-evaluated portions of the project. We did not evaluate the following areas, and this report makes no representations or conclusions regarding:

- Unit interior finishes
- Interior unit systems and equipment
- All non-common elements

We did not include reserve funding for any items with an estimated life beyond 30 years such as structural components. Some of these replacement costs are high dollar items and may need to be replaced between year 30 and year 40. Yearly updating of the reserve study should be performed to ensure proper funding is provided as the longer life items move within the 30-year evaluation period as the property ages.

We did not perform any computations or other engineering analysis as part of this evaluation, nor did we conduct a comprehensive code compliance investigation. This report should not be construed as providing any engineering or code compliance information. The appendices are an integral part of this report and must be included in any review.

In our Reserve Fund Analysis, we have provided estimated costs and useful lives. These metrics are based on our general knowledge of building systems as well as the contracting and construction industry. When appropriate, we have relied on standard sources, such as RSMeans Building Construction Cost Data, to develop estimates. However, for some items for which we have developed costs, or estimated useful lives, (e.g.: structural repairs), no standard guide for estimating such metrics exists. The actual costs and useful lives can vary, sometimes significantly, based on the availability of qualified contractors to do the work, advancements in technology, as well as other variables. We assume no liability and make no warranties, expressed or implied, as to the specific cost

estimates provided, or the estimated useful lives expressed.

We have performed no design work as a part of this study, nor have we obtained competitive quotations or estimates from contractors, as this is beyond the scope of this project. The actual cost to replace components and maintain items that we have identified may vary significantly from estimates and competitive quotations from contractors.

Attached please find a projected reserve fund analysis for non-annual repair/replacement items. This projection takes into consideration a reasonable return on invested money and inflation. Please review this thoroughly and advise us of any changes that may be necessary.

If you have any questions about this study or the reserve fund analysis, please feel free to contact us. Thank you for the opportunity to provide this service to you.

Respectfully submitted,



Dan Dormady, P.E.

Project Manager

Strategic Inspections, LLC

Financial Summary

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Financial Summary

Projection Period:	November 1, 2024 - 2053	**Report Type:**	Type 4
First Year Percent Contributions Change:	N/A	**Association:**	Condominium
Avg Annual Percent Contributions Change:	6.94%	**Buildings:**	1
Interest:	2.00%	**Total Units:**	131
Inflation:	2.63%	**Year Built:**	2024

Inflation Compounded:	Yearly	**Rounding Method:**	Bankers
Contributions Method:	Future Cost	**Percent Funded Method:**	Future Cost

Total Current Cost of Components:

$7,870,528.27

Total Future Cost of All Expenditures:

$13,794,747.30

First Five Years

PROPERTY								OWNER (PER UNIT)	
YEAR	STARTING BALANCE	CONTRIBUTIONS	SPECIAL ASSMNT	ADDT'L CAPITAL	INTEREST	RESERVE EXPENSES	ENDING BALANCE	MONTHLY CONTRIB	SPECIAL ASSMNT
2024-25	$0.00	$103,250.00	$0.00	$0.00	$0.00	$0.00	$103,250.00	$65.68	$0.00
2025-26	$103,250.00	$113,575.00	$0.00	$0.00	$2,065.00	$0.00	$218,890.00	$72.25	$0.00
2026-27	$218,890.00	$124,932.50	$0.00	$0.00	$4,377.80	$0.00	$348,200.30	$79.47	$0.00
2027-28	$348,200.30	$137,425.75	$0.00	$0.00	$6,964.01	$0.00	$492,590.06	$87.42	$0.00
2028-29	$492,590.06	$151,168.32	$0.00	$0.00	$9,851.80	$0.00	$653,610.18	$96.16	$0.00

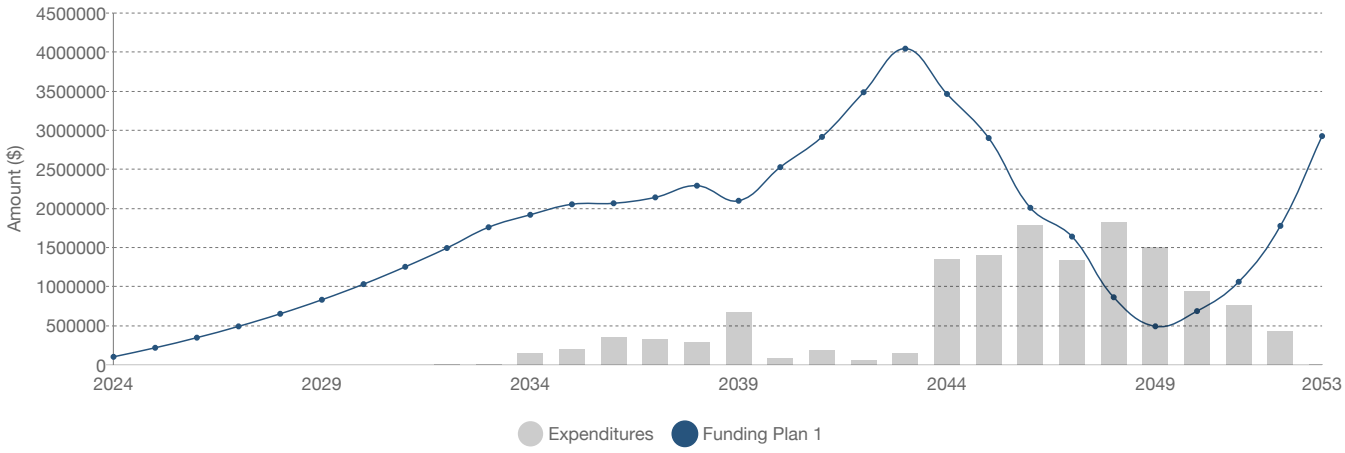
Aggregated Financial Overview

ASSOCIATION	FIRST YEAR (2024-25)	5 YEARS (2028-29)	10 YEARS (2033-34)	30 YEARS (2053-54)
Starting Balance	$0.00	$0.00	$0.00	$0.00
Contributions	$103,250.00	$630,351.57	$1,645,539.14	$15,747,751.43
Special Assessments	$0.00	$0.00	$0.00	$0.00
Additional Capital	$0.00	$0.00	$0.00	$0.00
Interest / Inv Returns	$0.00	$23,258.61	$128,618.26	$972,803.91
Reserve Expenses	$0.00	$0.00	($14,233.19)	($13,794,747.30)
Reserves Balance	**$103,250.00**	**$653,610.18**	**$1,759,924.21**	**$2,925,808.04**
# of Special Assessments	0	0	0	0
Owner				
Avg Contributions (/unit/month)	$65.68	$80.20	$104.68	$333.92
Special Assessments				
Avg Total Amount (/unit)	$0.00	$0.00	$0.00	$0.00
Avg Assessment Amount (/unit)	$0.00	$0.00	$0.00	$0.00

Cash Flow

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Cash Flow



YEAR	STARTING BALANCE	CONTRIBUTIONS	PERCENT CHANGE	INTEREST	SPECIAL ASSMNT	ADDTIONAL CAPITAL	EXPENDITURE FUTURE COST	ENDING BALANCE
2024-25	$0.00	$103,250.00	N/A	$0.00	$0.00	$0.00	$0.00	$103,250.00
2025-26	$103,250.00	$113,575.00	10.00%	$2,065.00	$0.00	$0.00	$0.00	$218,890.00
2026-27	$218,890.00	$124,932.50	10.00%	$4,377.80	$0.00	$0.00	$0.00	$348,200.30
2027-28	$348,200.30	$137,425.75	10.00%	$6,964.01	$0.00	$0.00	$0.00	$492,590.06
2028-29	$492,590.06	$151,168.32	10.00%	$9,851.80	$0.00	$0.00	$0.00	$653,610.18
2029-30	$653,610.18	$166,285.17	10.00%	$13,072.20	$0.00	$0.00	$0.00	$832,967.55
2030-31	$832,967.55	$182,913.68	10.00%	$16,659.35	$0.00	$0.00	$0.00	$1,032,540.58
2031-32	$1,032,540.58	$201,205.05	10.00%	$20,650.81	$0.00	$0.00	$0.00	$1,254,396.44
2032-33	$1,254,396.44	$221,325.56	10.00%	$25,087.93	$0.00	$0.00	$6,341.83	$1,494,468.10
2033-34	$1,494,468.10	$243,458.11	10.00%	$29,889.36	$0.00	$0.00	$7,891.36	$1,759,924.21
2034-35	$1,759,924.21	$267,803.92	10.00%	$35,198.48	$0.00	$0.00	$143,400.70	$1,919,525.91
2035-36	$1,919,525.91	$294,584.31	10.00%	$38,390.52	$0.00	$0.00	$198,754.19	$2,053,746.55
2036-37	$2,053,746.55	$324,042.73	10.00%	$41,074.93	$0.00	$0.00	$352,119.46	$2,066,744.75
2037-38	$2,066,744.75	$356,447.05	10.00%	$41,334.90	$0.00	$0.00	$322,445.38	$2,142,081.32
2038-39	$2,142,081.32	$392,091.72	10.00%	$42,841.63	$0.00	$0.00	$285,387.88	$2,291,626.79
2039-40	$2,291,626.79	$431,300.88	10.00%	$45,832.54	$0.00	$0.00	$669,844.19	$2,098,916.02
2040-41	$2,098,916.02	$474,431.01	10.00%	$41,978.32	$0.00	$0.00	$86,581.86	$2,528,743.49
2041-42	$2,528,743.49	$521,874.11	10.00%	$50,574.87	$0.00	$0.00	$185,715.80	$2,915,476.67

YEAR	STARTING BALANCE	CONTRIBUTIONS	PERCENT CHANGE	INTEREST	SPECIAL ASSMNT	ADDTIONAL CAPITAL	EXPENDITURE FUTURE COST	ENDING BALANCE
2042-43	$2,915,476.67	$574,061.51	10.00%	$58,309.53	$0.00	$0.00	$61,353.83	$3,486,493.88
2043-44	$3,486,493.88	$631,467.67	10.00%	$69,729.88	$0.00	$0.00	$143,595.75	$4,044,095.68
2044-45	$4,044,095.68	$694,614.42	10.00%	$80,881.91	$0.00	$0.00	$1,354,768.97	$3,464,823.04
2045-46	$3,464,823.04	$764,075.87	10.00%	$69,296.46	$0.00	$0.00	$1,397,428.72	$2,900,766.65
2046-47	$2,900,766.65	$840,483.44	10.00%	$58,015.33	$0.00	$0.00	$1,790,243.39	$2,009,022.03
2047-48	$2,009,022.03	$924,531.82	10.00%	$40,180.44	$0.00	$0.00	$1,332,962.87	$1,640,771.42
2048-49	$1,640,771.42	$1,016,984.98	10.00%	$32,815.43	$0.00	$0.00	$1,825,699.11	$864,872.72
2049-50	$864,872.72	$1,118,683.37	10.00%	$17,297.45	$0.00	$0.00	$1,507,464.47	$493,389.07
2050-51	$493,389.07	$1,118,683.37	0.00%	$9,867.78	$0.00	$0.00	$934,131.56	$687,808.66
2051-52	$687,808.66	$1,118,683.37	0.00%	$13,756.17	$0.00	$0.00	$757,507.17	$1,062,741.03
2052-53	$1,062,741.03	$1,118,683.37	0.00%	$21,254.82	$0.00	$0.00	$424,966.21	$1,777,713.01
2053-54	$1,777,713.01	$1,118,683.37	0.00%	$35,554.26	$0.00	$0.00	$6,142.60	$2,925,808.04

Components

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Components

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
1-3 kw electric heater	11/01/2039	15y	15y	15y	$1,250.00	4 Ea	$5,000.00
80 gal Elec Water Heater: Sub-Cellar	11/01/2039	12y	15y	15y	$9,383.022	2 Ea	$18,766.04
Boiler, fire tube, 1,060 MBH, 30 H.P.: DHW-1	11/01/2064	40y	40y	40y	$78,996.877	1 Ea	$78,996.88
Boiler, fire tube, 1,060 MBH, 30 H.P.: DHW-2	11/01/2064	40y	40y	40y	$78,996.877	1 Ea	$78,996.88
Boiler, fire tube, 1,060 MBH, 30 H.P.: DHW-3	11/01/2064	40y	40y	40y	$78,996.877	1 Ea	$78,996.88
Branch Controller - 2 Branches: BC-A, VRF Common Areas	11/01/2048	20y	24y	24y	$4,864.47	2 Ea	$9,728.94
Branch Controller - 3 Branches: BC-B, ERV's	11/01/2048	20y	24y	24y	$5,513.066	4 Ea	$22,052.26
Branch Controller - 3 Branches: BC-B, VRF Common Areas	11/01/2048	20y	24y	24y	$5,513.066	3 Ea	$16,539.20
Branch Controller - 4 Branches: BC-C, ERV's	11/01/2045	20y	21y	21y	$6,161.662	2 Ea	$12,323.32
Branch Controller - 6 Branches: BC-D, ERV's	11/01/2048	20y	24y	24y	$7,458.854	3 Ea	$22,376.56
Branch Controller - 6 Branches: BC-D, VRF Common Areas	11/01/2048	20y	24y	24y	$7,458.854	3 Ea	$22,376.56
Building Management System	11/01/2039	15y	15y	15y	$54,049.663	1 LS	$54,049.66
Business Center FF&E: Co-working space	11/01/2039	15y	15y	15y	$10,809.933	1 LS	$10,809.93
Carpet: Children's Room	11/01/2034	8y	10y	10y	$9.188	888 SF	$8,158.94
Carpet: Co-working space	11/01/2034	8y	10y	10y	$9.188	224.40 SF	$2,061.79
Carpet: Dining Room	11/01/2034	8y	10y	10y	$9.188	450 SF	$4,134.60
Carpet: Elevator lobby	11/01/2034	8y	10y	10y	$9.188	448 SF	$4,116.22
Carpet: Game lounge	11/01/2034	8y	10y	10y	$9.188	1,216 SF	$11,172.61
Carpet: Lobby	11/01/2032	8y	8y	8y	$9.188	246 SF	$2,260.25
Carpet: Music Room	11/01/2034	8y	10y	10y	$9.188	429 SF	$3,941.65
Ceramic and/or Porcelain Tile Flooring: Package room	11/01/2044	20y	20y	20y	$21.62	512 SF	$11,069.44
Ceramic and/or Porcelain Tile Flooring (BOH): Service Corridors	11/01/2047	20y	23y	23y	$8.648	1,328 SF	$11,484.54
Children's Room FF&E	11/01/2037	10y	13y	13y	$43.24	888 SF	$38,397.12

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
Common Area Restroom: Cellar	11/01/2041	15y	17y	17y	$4,864.47	1 Ea	$4,864.47
Common Area Restroom: Children's room	11/01/2043	15y	19y	19y	$4,864.47	1 Ea	$4,864.47
Common Area Restroom: Ground Floor	11/01/2040	15y	16y	16y	$4,864.47	2 Ea	$9,728.94
Common Area Restroom: Staff Room	11/01/2039	15y	15y	15y	$4,864.47	2 Ea	$9,728.94
Common Area Restroom: Subceller	11/01/2042	15y	18y	18y	$4,864.47	1 Ea	$4,864.47
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 10th floor corridors	11/01/2038	10y	14y	14y	$41.272	685 SF	$28,271.32
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 11th floor corridors	11/01/2038	10y	14y	14y	$41.272	768 SF	$31,696.90
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 12th floor corridors	11/01/2038	10y	14y	14y	$41.272	754 SF	$31,119.09
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 13th floor corridors	11/01/2038	10y	14y	14y	$41.272	814 SF	$33,595.41
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 14th floor corridors	11/01/2037	10y	13y	13y	$41.272	814 SF	$33,595.41
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 15th floor corridors	11/01/2037	10y	13y	13y	$41.272	775 SF	$31,985.80
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 16th floor corridors	11/01/2037	10y	13y	13y	$41.272	679 SF	$28,023.69
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 2nd floor corridors	11/01/2037	10y	13y	13y	$41.272	907 SF	$37,433.70
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 3rd floor corridors	11/01/2036	10y	12y	12y	$41.272	912 SF	$37,640.06
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 4th floor corridors	11/01/2036	10y	12y	12y	$41.272	977 SF	$40,322.74
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 5th floor corridors	11/01/2036	10y	12y	12y	$41.272	977 SF	$40,322.74
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 6th floor corridors	11/01/2036	10y	12y	12y	$41.272	977 SF	$40,322.74
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 7th floor corridors	11/01/2035	10y	11y	11y	$41.272	977 SF	$40,322.74
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 8th floor corridors	11/01/2035	10y	11y	11y	$41.272	685 SF	$28,271.32
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 9th floor corridors	11/01/2035	10y	11y	11y	$41.272	685 SF	$28,271.32

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Cellar corridors	11/01/2035	10y	11y	11y	$41.272	985 SF	$40,652.92
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Egress corridor	11/01/2034	10y	10y	10y	$41.272	324 SF	$13,372.13
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Elevator vestibule	11/01/2034	10y	10y	10y	$41.272	178 SF	$7,346.42
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Vestibule lounge	11/01/2034	10y	10y	10y	$41.272	150 SF	$6,190.80
Courtyard Furnishings: Cellar Amenity Courtyard	11/01/2036	10y	12y	12y	$10,809.933	1 LS	$10,809.93
Courtyard Furnishings: Ground Floor Amenity courtyard	11/01/2037	10y	13y	13y	$10,809.933	1 LS	$10,809.93
Courtyard Landscaping: Cellar Amenity Courtyard	11/01/2036	10y	12y	12y	$16,214.899	1 LS	$16,214.90
Courtyard Landscaping: Ground Floor Amenity courtyard	11/01/2037	10y	13y	13y	$16,214.899	1 LS	$16,214.90
Dining Room FF&E	11/01/2043	15y	19y	19y	$10,809.933	1 LS	$10,809.93
Duplex Sewage Ejector Pump: EJ-1	11/01/2054	30y	30y	30y	$5,171.472	1 Ea	$5,171.47
Duplex Sump Pumps: SP-1, Sump Pumps	11/01/2044	20y	20y	20y	$5,744.398	1 Ea	$5,744.40
Duplex Sump Pumps: SP-2, Detention Tanks	11/01/2044	20y	20y	20y	$5,744.398	1 Ea	$5,744.40
DW Duplex Booster Pumps 250 GPM: DBP-1	11/01/2040	15y	16y	16y	$38,915.757	1 Ea	$38,915.76
DW Duplex Booster Pumps 250 GPM: DBP-2	11/01/2041	15y	17y	17y	$38,915.757	1 Ea	$38,915.76
Elevator, Hydraulic - Cab Doors: S2	11/01/2050	25y	26y	26y	$4,864.47	1 Ea	$4,864.47
Elevator, Hydraulic - Cabs - Refurbish: S2	11/01/2047	20y	23y	23y	$12,431.423	1 Ea	$12,431.42
Elevator, Hydraulic - Rebuild - Main Hydraulic Ram & Pump Assembly: S2	11/01/2051	25y	27y	27y	$66,709.50	1 Ea	$66,709.50
Elevator, Hydraulic - Shaftway Doors: S2	11/01/2050	25y	26y	26y	$3,848.336	3 Ea	$11,545.01
Elevator, Traction - Cable Upgrades: PE-1	11/01/2049	25y	25y	25y	$19,457.879	1 LS	$19,457.88
Elevator, Traction - Cable Upgrades: PE-2	11/01/2050	25y	26y	26y	$19,457.879	1 LS	$19,457.88
Elevator, Traction - Cable Upgrades: S1	11/01/2051	25y	27y	27y	$19,457.879	1 LS	$19,457.88
Elevator, Traction - Controller & Controller Support: PE-1	11/01/2069	20y	45y	45y	$27,403.179	1 Ea	$27,403.18

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
Elevator, Traction - Controller & Controller Support: PE-2	11/01/2070	20y	46y	46y	$27,403.179	1 Ea	$27,403.18
Elevator, Traction - Controller & Controller Support: S1	11/01/2071	20y	47y	47y	$27,403.179	1 Ea	$27,403.18
Elevator, Traction - Machinery Upgrades: PE-1	11/01/2079	30y	55y	55y	$189,173.821	1 LS	$189,173.82
Elevator, Traction - Machinery Upgrades: PE-2	11/01/2080	30y	56y	56y	$189,173.821	1 LS	$189,173.82
Elevator, Traction - Machinery Upgrades: S1	11/01/2081	30y	57y	57y	$189,173.821	1 LS	$189,173.82
Elevator, Traction - Modernization: PE-1	01/01/2049	N/A	N/A	N/A	$135,124.158	1 Ea	$135,124.16
Elevator, Traction - Modernization: PE-2	01/01/2050	N/A	N/A	N/A	$135,124.158	1 Ea	$135,124.16
Elevator, Traction - Modernization: S1	01/01/2051	N/A	N/A	N/A	$135,124.158	1 Ea	$135,124.16
Elevator, Traction- Cab Doors: PE-1	11/01/2049	25y	25y	25y	$4,864.47	1 Ea	$4,864.47
Elevator, Traction- Cab Doors: PE-2	11/01/2050	25y	26y	26y	$4,864.47	1 Ea	$4,864.47
Elevator, Traction- Cab Doors: S1	11/01/2051	25y	27y	27y	$4,864.47	1 Ea	$4,864.47
Elevator, Traction- Cabs - Refurbish: PE-1	11/01/2044	20y	20y	20y	$12,431.423	1 Ea	$12,431.42
Elevator, Traction- Cabs - Refurbish: PE-2	11/01/2045	20y	21y	21y	$12,431.423	1 Ea	$12,431.42
Elevator, Traction- Cabs - Refurbish: S1	11/01/2046	20y	22y	22y	$12,431.423	1 Ea	$12,431.42
Elevator, Traction- Shaftway Doors: PE-1	11/01/2049	25y	25y	25y	$3,848.336	17 Ea	$65,421.71
Elevator, Traction- Shaftway Doors: PE-2	11/01/2050	25y	26y	26y	$3,848.336	17 Ea	$65,421.71
Elevator, Traction- Shaftway Doors: S1	11/01/2051	25y	27y	27y	$3,848.336	17 Ea	$65,421.71
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-1 - ERV-1-1	11/01/2046	20y	22y	22y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-10 - ERV-R-1	11/01/2047	20y	23y	23y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-11 - ERV-R-2	11/01/2048	20y	24y	24y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-12 - ERV-R-3	11/01/2048	20y	24y	24y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-3 - ERV-2-1	11/01/2046	20y	22y	22y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-4 - ERV-2-2	11/01/2046	20y	22y	22y	$3,048.401	1 Ea	$3,048.40

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-5 - ERV-2-3	11/01/2046	20y	22y	22y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-6 - ERV-2-4	11/01/2047	20y	23y	23y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 8- ton: DXC-16 - ERV-R-7	11/01/2044	20y	20y	20y	$3,739.156	1 Ea	$3,739.16
ERU - Direct Expansion Cooling/Heating Coil - 9- ton: DXC-13 - ERV-R-4	11/01/2044	20y	20y	20y	$4,207.226	1 Ea	$4,207.23
ERU, 1,000 max CFM: ERV-SC-1	11/01/2048	20y	24y	24y	$10,589.734	1 Ea	$10,589.73
ERU, 2,000 max CFM: ERV-1-1 - 1st Floor MER	11/01/2044	20y	20y	20y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-2-1 - 2nd Floor MER	11/01/2044	20y	20y	20y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-2-2 - 2nd Floor MER	11/01/2044	20y	20y	20y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-2-3 - 2nd Floor MER	11/01/2045	20y	21y	21y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-2-4 - 2nd Floor MER	11/01/2045	20y	21y	21y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-R-1 - Roof	11/01/2046	20y	22y	22y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-R-2 - Roof	11/01/2046	20y	22y	22y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-R-3 - Roof	11/01/2046	20y	22y	22y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-R-4 - Roof	11/01/2047	20y	23y	23y	$12,480.046	1 Ea	$12,480.05
Exterior Caulking and Sealants	11/01/2039	15y	15y	15y	$2.432	13,869 LF	$33,729.41
Exterior Door, Garage Door: Garage Door	11/01/2044	20y	20y	20y	$10,269.436	1 Ea	$10,269.44
Exterior Door, Glass Entrance Door (double panel): Main Entrance	11/01/2049	25y	25y	25y	$8,647.946	1 Ea	$8,647.95
Exterior Door, Glass Entrance Door (double panel): Part 1 Cellar Amenity Courtyard	11/01/2049	25y	25y	25y	$8,647.946	3 Ea	$25,943.84
Exterior Door, Glass Entrance Door (double panel): Part 1 Ground Floor Amenity courtyard	11/01/2051	25y	27y	27y	$8,647.946	2 Ea	$17,295.89
Exterior Door, Glass Entrance Door (double panel): Part 2 Cellar Amenity Courtyard	11/01/2050	25y	26y	26y	$8,647.946	2 Ea	$17,295.89
Exterior Door, Glass Entrance Door (double panel): Part 2 Ground Floor Amenity courtyard	11/01/2052	25y	28y	28y	$8,647.946	2 Ea	$17,295.89
Exterior Door, Glass Entrance Door (single panel): 11th FloorTerrace	11/01/2052	25y	28y	28y	$6,702.158	2 LS	$13,404.32

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
Exterior Door, Glass Entrance Door (single panel): 2nd FloorTerrace	11/01/2050	25y	26y	26y	$6,702.158	2 LS	$13,404.32
Exterior Door, Glass Entrance Door (single panel): 4th FloorTerrace	11/01/2051	25y	27y	27y	$6,702.158	2 LS	$13,404.32
Exterior Door, Glass Entrance Door (single panel): Main Entrance	11/01/2049	25y	25y	25y	$6,702.158	3 LS	$20,106.47
Exterior Door, Service, Fire Rated : Bukhead Doors	11/01/2051	25y	27y	27y	$3,381.066	3 Ea	$10,143.20
Exterior Door, Service, Fire Rated : Egress Corridor	11/01/2050	25y	26y	26y	$3,381.066	2 Ea	$6,762.13
Exterior Door, Service, Fire Rated : Garage Entrance	11/01/2049	25y	25y	25y	$3,381.066	1 Ea	$3,381.07
Façade Repairs (Allowance)	11/01/2039	15y	15y	15y	$162,148.989	1 LS	$162,148.99
Fan, Inline Exhaust - 1000 CFM: KXF-2-1	11/01/2045	20y	21y	21y	$2,783.558	1 Ea	$2,783.56
Fan, Inline Exhaust - 1300 CFM: KXF-2-4	11/01/2045	20y	21y	21y	$2,897.062	1 Ea	$2,897.06
Fan, Inline Exhaust - 1800 CFM: KXF-2-2	11/01/2046	20y	22y	22y	$3,015.971	1 Ea	$3,015.97
Fan, Inline Exhaust - 1800 CFM: KXF-2-3	11/01/2047	20y	23y	23y	$3,015.971	1 Ea	$3,015.97
Fan, Inline Exhaust - 3500 CFM: KXF-1-1	11/01/2047	20y	23y	23y	$5,475.231	1 Ea	$5,475.23
Fan, Inline Exhaust - 5000 CFM: GXF-1-1	11/01/2048	20y	24y	24y	$6,053.562	1 Ea	$6,053.56
Fans, Utility Set, Belt Drive, 1/2 H.P.: KXF-R-2	11/01/2046	20y	22y	22y	$3,707.807	1 Ea	$3,707.81
Fans, Utility Set, Belt Drive, 1/3 H.P.: KXF-R-3	11/01/2045	20y	21y	21y	$3,588.898	1 Ea	$3,588.90
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-1	11/01/2044	20y	20y	20y	$2,778.153	1 Ea	$2,778.15
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-4	11/01/2045	20y	21y	21y	$2,778.153	1 Ea	$2,778.15
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-5	11/01/2046	20y	22y	22y	$2,778.153	1 Ea	$2,778.15
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-6	11/01/2047	20y	23y	23y	$2,778.153	1 Ea	$2,778.15
Fans, Utility Set, Belt Drive, 5 H.P.: EF-R-1	11/01/2045	20y	21y	21y	$8,891.17	1 Ea	$8,891.17
Fire Alarm Panel	11/01/2039	15y	15y	15y	$13,208.657	1 Ea	$13,208.66
Fire Alarm System	11/01/2039	15y	15y	15y	$432.397	131 U	$56,644.01
Fire Pump/Jockey Pump - 500 GPM: FP-1/JP-1	11/01/2048	20y	24y	24y	$36,570.002	1 Ea	$36,570.00
Fitness Equipment - Cardio	11/01/2041	15y	17y	17y	$5,404.966	14 PC	$75,669.52
Fitness Equipment - Strength	11/01/2043	15y	19y	19y	$3,242.98	14 PC	$45,401.72

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
Game Room FF&E	11/01/2048	10y	24y	24y	$45.402	1,246 SF	$56,570.89
Gas Booster Pump: GB-1, Residential Cooking	11/01/2039	15y	15y	15y	$2,594.384	1 Ea	$2,594.38
Gas Booster Pump: GB-2, Generator	11/01/2039	15y	15y	15y	$2,594.384	1 Ea	$2,594.38
Generator, gas, 125 kW: GEN-1	11/01/2049	25y	25y	25y	$60,604.806	1 Ea	$60,604.81
Generator, gas, 125 kW: GEN-1 Mobilization Costs (Allowance for Generator Removal/ Installation)	11/01/2049	25y	25y	25y	$60,604.806	4.46 Ea	$270,297.43
Golf Simulator Equipment	11/01/2038	10y	14y	14y	$64,859.596	1 LS	$64,859.60
Hot Water Circulation Pump: HWC-1	11/01/2039	15y	15y	15y	$2,702.483	1 Ea	$2,702.48
Hot Water Circulation Pump: HWC-2	11/01/2039	15y	15y	15y	$2,702.483	1 Ea	$2,702.48
Hydraulic Vehicle Elevator: VE-1	11/01/2054	30y	30y	30y	$128,287.50	1 Ea	$128,287.50
IRMA W/ Pavers: 11th floor terrace (East addition roof)	11/01/2045	20y	21y	21y	$37.835	1,633 SF	$61,784.56
IRMA W/ Pavers: 16th floor terrace-1	11/01/2047	20y	23y	23y	$37.835	702 SF	$26,560.17
IRMA W/ Pavers: 16th floor terrace-2	11/01/2047	20y	23y	23y	$37.835	341 SF	$12,901.74
IRMA W/ Pavers: 16th floor terrace-3	11/01/2047	20y	23y	23y	$37.835	1,267 SF	$47,936.94
IRMA W/ Pavers: 16th floor terrace-4	11/01/2047	20y	23y	23y	$37.835	372 SF	$14,074.62
IRMA W/ Pavers: 16th floor terrace-5	11/01/2047	20y	23y	23y	$37.835	1,161 SF	$43,926.44
IRMA W/ Pavers: 16th floor terrace-6	11/01/2047	20y	23y	23y	$37.835	494 SF	$18,690.49
IRMA W/ Pavers: 2nd floor terrace A	11/01/2045	20y	21y	21y	$37.835	784 SF	$29,662.64
IRMA W/ Pavers: 2nd floor terrace B	11/01/2045	20y	21y	21y	$37.835	1,310 SF	$49,563.85
IRMA W/ Pavers: 4th floor terrace (East addition)	11/01/2046	20y	22y	22y	$37.835	288 SF	$10,896.48
IRMA W/ Pavers: Cellar Amenity Courtyard	11/01/2046	20y	22y	22y	$37.835	556 SF	$21,036.26
IRMA W/ Pavers: Ground floor amenity courtyard	11/01/2048	20y	24y	24y	$37.835	812 SF	$30,722.02
Lobby FF&E	11/01/2036	12y	12y	12y	$21.62	1,680 SF	$36,321.60
Lounge Bar FF&E	11/01/2039	15y	15y	15y	$48.645	337 SF	$16,393.36
Mailboxes	11/01/2047	20y	23y	23y	$81.074	131 Ea	$10,620.69

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
Maintain Flashings and Sealants at Parapets/ Roof Edges: 11th floor terrace (East addition roof)	11/01/2035	10y	11y	11y	$16.215	50 LF	$810.75
Maintain Flashings and Sealants at Parapets/ Roof Edges: 16th floor terraces	11/01/2037	10y	13y	13y	$16.215	210 LF	$3,405.15
Maintain Flashings and Sealants at Parapets/ Roof Edges: 2nd floor terrace A	11/01/2035	10y	11y	11y	$16.215	76 LF	$1,232.34
Maintain Flashings and Sealants at Parapets/ Roof Edges: 2nd floor terrace B	11/01/2035	10y	11y	11y	$16.215	54 LF	$875.61
Maintain Flashings and Sealants at Parapets/ Roof Edges: 4th floor terrace (East addition)	11/01/2036	10y	12y	12y	$16.215	20 LF	$324.30
Maintain Flashings and Sealants at Parapets/ Roof Edges: Bulkhead	11/01/2034	10y	10y	10y	$16.215	304 LF	$4,929.36
Maintain Flashings and Sealants at Parapets/ Roof Edges: Ground floor amenity courtyard	11/01/2038	10y	14y	14y	$16.215	25 LF	$405.38
Maintain Flashings and Sealants at Parapets/ Roof Edges: Penthouse Roof	11/01/2034	10y	10y	10y	$16.215	345 LF	$5,594.18
Maker's Studio FF&E: Makers Studio FF&E	11/01/2039	15y	15y	15y	$10,809.933	1 LS	$10,809.93
Mobile Telephone Intercom System	11/01/2039	15y	15y	15y	$10,809.933	1 Ea	$10,809.93
Multi-ply Modified Bit Roof Surface: Bulkhead	11/01/2044	20y	20y	20y	$20.539	2,281 SF	$46,849.46
Multi-ply Modified Bit Roof Surface: Penthouse Roof	11/01/2044	20y	20y	20y	$20.539	5,884 SF	$120,851.48
Music Room FF&E	11/01/2039	15y	15y	15y	$10,809.933	1 LS	$10,809.93
Paint Stairs and Railings: Stair A	11/01/2036	10y	12y	12y	$918.844	18 Flr	$16,539.19
Paint Stairs and Railings: Stair B	11/01/2037	10y	13y	13y	$918.844	18 Flr	$16,539.19
Paint Stairs and Railings: Stair B2	11/01/2038	10y	14y	14y	$918.844	2 Flr	$1,837.69
Paint Stairs and Railings: Stair B3	11/01/2038	10y	14y	14y	$918.844	2 Flr	$1,837.69
Paint Stairs and Railings: Stair B4	11/01/2038	10y	14y	14y	$918.844	2 Flr	$1,837.69
Paint Walls and/or Ceiling: Children's room	11/01/2033	7y	9y	9y	$1.362	888 SF	$1,209.46
Paint Walls and/or Ceiling: Coworking	11/01/2032	7y	8y	8y	$1.362	1,787 SF	$2,433.89
Paint Walls and/or Ceiling: Lounge	11/01/2032	7y	8y	8y	$1.362	337 SF	$458.99
Paint Walls and/or Ceiling: Mailroom	11/01/2033	7y	9y	9y	$1.362	600 SF	$817.20
Paint Walls and/or Ceiling: Maker's studio	11/01/2033	7y	9y	9y	$1.362	1,054 SF	$1,435.55

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
Paint Walls and/or Ceiling: Package room	11/01/2033	7y	9y	9y	$1.362	954 SF	$1,299.35
Paint Walls and/or Ceiling: Vr Room	11/01/2033	7y	9y	9y	$1.362	1,092 SF	$1,487.30
Paint Walls and/or Ceiling (BoH): BOH	11/01/2034	10y	10y	10y	$0.919	22,747 SF	$20,904.49
Paint Walls and/or Ceiling (BoH): Service Corridors	11/01/2034	10y	10y	10y	$0.919	6,748 SF	$6,201.41
RTU, Single Zone, 50 ton: MAU-1, Corridor Supply	11/01/2046	20y	22y	22y	$124,394.219	1 Ea	$124,394.22
Rubber Tile Floor: Fitness Room	11/01/2043	15y	19y	19y	$8.648	3,077 SF	$26,609.90
Seal Concrete Floor: Garage	11/01/2039	15y	15y	15y	$1.297	4,712 SF	$6,111.46
Security Camera System	11/01/2039	15y	15y	15y	$540.497	20	$10,809.94
Skylights: Bulkhead	11/01/2044	20y	20y	20y	$1,621.49	1 Ea	$1,621.49
Sport Court Flooring - Wood: Cellar Sport Court	11/01/2049	25y	25y	25y	$17.447	607 SF	$10,590.33
Sport Court Wall Padding - 2' x 4': Cellar Sport Court	11/01/2039	15y	15y	15y	$39.513	60 LF	$2,370.78
Staff Locker Rooms	11/01/2039	15y	15y	15y	$8,107.449	1 LS	$8,107.45
Sump Pump, Elevator: ESP-1	11/01/2044	20y	20y	20y	$2,107.937	1 Ea	$2,107.94
Sump Pump, Elevator: ESP-2	11/01/2045	20y	21y	21y	$2,107.937	1 Ea	$2,107.94
Sump Pump, Elevator: ESP-3	11/01/2047	20y	23y	23y	$2,107.937	1 Ea	$2,107.94
Trash Compactor - Small: Cellar Trash Room	11/01/2044	20y	20y	20y	$9,620.84	1 Ea	$9,620.84
Vinyl Tile Flooring: Maker's studio	11/01/2044	20y	20y	20y	$8.648	347 SF	$3,000.86
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Employee Breakroom and Mechanical Rooms)	11/01/2044	20y	20y	20y	$3,178.12	1 Ea	$3,178.12
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Makers Studio)	11/01/2045	20y	21y	21y	$3,178.12	1 Ea	$3,178.12
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Super's Office)	11/01/2046	20y	22y	22y	$3,178.12	1 Ea	$3,178.12
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Tenant Storage)	11/01/2047	20y	23y	23y	$3,178.12	2 Ea	$6,356.24
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Courtyard vestibule)	11/01/2044	20y	20y	20y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Game Room)	11/01/2044	20y	20y	20y	$3,259.195	1 Ea	$3,259.20

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Game Room)	11/01/2045	20y	21y	21y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Music room)	11/01/2045	20y	21y	21y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Pilates Room)	11/01/2046	20y	22y	22y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Studio)	11/01/2046	20y	22y	22y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (VR Room)	11/01/2047	20y	23y	23y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Yoga room)	11/01/2047	20y	23y	23y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-F - (Package room)	11/01/2047	20y	23y	23y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 2.5-Ton: ACU-H-F - (Co-working space)	11/01/2044	20y	20y	20y	$4,042.915	1 Ea	$4,042.92
VRF Fan Coil Unit - 2.5-Ton: ACU-H-F - (Guest Waiting)	11/01/2045	20y	21y	21y	$4,042.915	1 Ea	$4,042.92
VRF Fan Coil Unit - 3-Ton: ACU-H-G - (Children's playroom)	11/01/2045	20y	21y	21y	$4,269.923	1 Ea	$4,269.92
VRF Fan Coil Unit - 3-Ton: ACU-H-G - (Fitness Room)	11/01/2046	20y	22y	22y	$4,269.923	4 Ea	$17,079.69
VRF Fan Coil Unit - 3-Ton: ACU-H-G - (Sports court)	11/01/2047	20y	23y	23y	$4,269.923	1 Ea	$4,269.92
VRF Fan Coil Unit - 3.5-Ton: ACU-H-H - (Lobby)	11/01/2044	20y	20y	20y	$4,432.072	1 Ea	$4,432.07
VRF Fan Coil Unit - 3.5-Ton: ACU-H-H - (Pantry)	11/01/2045	20y	21y	21y	$4,432.072	1 Ea	$4,432.07
VRF Outdoor Heat Pump - 2-Ton: ACCU-EMR	11/01/2045	20y	21y	21y	$8,107.449	1 Ea	$8,107.45
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-15	11/01/2046	20y	22y	22y	$43,239.73	1 Ea	$43,239.73
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-15A	11/01/2047	20y	23y	23y	$43,239.73	1 Ea	$43,239.73
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-28	11/01/2048	20y	24y	24y	$43,239.73	1 Ea	$43,239.73
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-5A	11/01/2045	20y	21y	21y	$43,239.73	1 Ea	$43,239.73
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-1	11/01/2044	20y	20y	20y	$46,666.479	1 Ea	$46,666.48
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-13	11/01/2045	20y	21y	21y	$46,666.479	1 Ea	$46,666.48
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-13A	11/01/2046	20y	22y	22y	$46,666.479	1 Ea	$46,666.48

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-27A	11/01/2047	20y	23y	23y	$46,666.479	1 Ea	$46,666.48
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-5	11/01/2048	20y	24y	24y	$46,666.479	1 Ea	$46,666.48
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-10	11/01/2044	20y	20y	20y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-10A	11/01/2044	20y	20y	20y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-11	11/01/2045	20y	21y	21y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-11A	11/01/2045	20y	21y	21y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-18	11/01/2046	20y	22y	22y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-18A	11/01/2046	20y	22y	22y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-26	11/01/2047	20y	23y	23y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-27	11/01/2047	20y	23y	23y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-3	11/01/2048	20y	24y	24y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-6	11/01/2048	20y	24y	24y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-17	11/01/2044	20y	20y	20y	$54,676.639	1 Ea	$54,676.64
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-21	11/01/2045	20y	21y	21y	$54,676.639	1 Ea	$54,676.64
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-22	11/01/2046	20y	22y	22y	$54,676.639	1 Ea	$54,676.64
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-8	11/01/2047	20y	23y	23y	$54,676.639	1 Ea	$54,676.64
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-12	11/01/2044	20y	20y	20y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-14	11/01/2044	20y	20y	20y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-16	11/01/2044	20y	20y	20y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-19	11/01/2044	20y	20y	20y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-2	11/01/2045	20y	21y	21y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-20	11/01/2045	20y	21y	21y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-23	11/01/2045	20y	21y	21y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-24	11/01/2046	20y	22y	22y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-25	11/01/2046	20y	22y	22y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-29	11/01/2046	20y	22y	22y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-30	11/01/2046	20y	22y	22y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-31	11/01/2046	20y	22y	22y	$56,968.345	1 Ea	$56,968.34

NAME	NEXT ACTIVITY	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	YEAR 1 REPLACEMENT COST
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-4	11/01/2048	20y	24y	24y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-7	11/01/2048	20y	24y	24y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-9	11/01/2048	20y	24y	24y	$56,968.345	1 Ea	$56,968.34
Wall Covering: Children's Room	11/01/2034	10y	10y	10y	$6.486	888 SF	$5,759.57
Wall Covering: Co-working	11/01/2034	10y	10y	10y	$6.486	1,039 SF	$6,738.95
Wall Covering: Dining Room	11/01/2035	10y	11y	11y	$6.486	906 SF	$5,876.32
Wall Covering: Elevator lobby	11/01/2035	10y	11y	11y	$6.486	473 SF	$3,067.88
Wall Covering: Fitness Room	11/01/2036	10y	12y	12y	$6.486	2,252 SF	$14,606.47
Wall Covering: Lounge bar	11/01/2036	10y	12y	12y	$6.486	685 SF	$4,442.91
Wall Covering: Maker's studio	11/01/2037	10y	13y	13y	$6.486	347 SF	$2,250.64
Wall Covering: Music Room	11/01/2037	10y	13y	13y	$6.486	429 SF	$2,782.49
Wall Covering: Vestibule lounge	11/01/2038	10y	14y	14y	$6.486	457 SF	$2,964.10
Wide-Screen Television	11/01/2037	10y	13y	13y	$1,080.993	8 Ea	$8,647.94
Windows - Recondition (per tenant unit): Part 1 Windows - Recondition (per tenant unit)	01/01/2050	N/A	N/A	N/A	$4,864.47	32 U	$155,663.04
Windows - Recondition (per tenant unit): Part 2 Windows - Recondition (per tenant unit)	01/01/2051	N/A	N/A	N/A	$4,864.47	32 U	$155,663.04
Windows - Recondition (per tenant unit): Part 3 Windows - Recondition (per tenant unit)	01/01/2052	N/A	N/A	N/A	$4,864.47	32 U	$155,663.04
Windows - Recondition (per tenant unit): Part 4 Windows - Recondition (per tenant unit)	01/01/2053	N/A	N/A	N/A	$4,864.47	35 U	$170,256.45
Wood Laminate Flooring: Coworking	11/01/2044	20y	20y	20y	$7.567	523.60 SF	$3,962.08
Wood Laminate Flooring: Dining Room	11/01/2045	20y	21y	21y	$7.567	100 SF	$756.70
Wood Laminate Flooring: Lounge bar	11/01/2046	20y	22y	22y	$7.567	337 SF	$2,550.08
Wood Laminate Flooring: Pilates Room	11/01/2047	20y	23y	23y	$7.567	208 SF	$1,573.94
Wood Laminate Flooring: Yoga Room	11/01/2048	20y	24y	24y	$7.567	365 SF	$2,761.96
							$7,870,528.28

Expenditures

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Expenditures

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
2024-25 (Year 1)					
2024-25 (Year 1) Total			$0.00		
2025-26 (Year 2)					
2025-26 (Year 2) Total			$0.00		
2026-27 (Year 3)					
2026-27 (Year 3) Total			$0.00		
2027-28 (Year 4)					
2027-28 (Year 4) Total			$0.00		
2028-29 (Year 5)					
2028-29 (Year 5) Total			$0.00		
2029-30 (Year 6)					
2029-30 (Year 6) Total			$0.00		
2030-31 (Year 7)					
2030-31 (Year 7) Total			$0.00		
2031-32 (Year 8)					
2031-32 (Year 8) Total			$0.00		
2032-33 (Year 9)					
Carpet: Lobby	$11.309	246 SF	$2,782.01	8yr	2034-35
Paint Walls and/or Ceiling: Coworking	$1.676	1,787 SF	$2,995.01	8yr	2033-34
Paint Walls and/or Ceiling: Lounge	$1.676	337 SF	$564.81	8yr	2033-34
2032-33 (Year 9) Total			$6,341.83		
2033-34 (Year 10)					
Paint Walls and/or Ceiling: Children's room	$1.72	888 SF	$1,527.36	9yr	2039-40
Paint Walls and/or Ceiling: Mailroom	$1.72	600 SF	$1,032.00	9yr	2039-40
Paint Walls and/or Ceiling: Maker's studio	$1.72	1,054 SF	$1,812.88	9yr	2039-40

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Paint Walls and/or Ceiling: Package room	$1.72	954 SF	$1,640.88	9yr	2039-40
Paint Walls and/or Ceiling: Vr Room	$1.72	1,092 SF	$1,878.24	9yr	2039-40
2033-34 (Year 10) Total			$7,891.36		
2034-35 (Year 11)					
Carpet: Children's Room	$11.911	888 SF	$10,576.97	10yr	2040-41
Carpet: Co-working space	$11.911	224.40 SF	$2,672.83	10yr	2040-41
Carpet: Dining Room	$11.911	450 SF	$5,359.95	10yr	2040-41
Carpet: Elevator lobby	$11.911	448 SF	$5,336.13	10yr	2040-41
Carpet: Game lounge	$11.911	1,216 SF	$14,483.78	10yr	2040-41
Carpet: Music Room	$11.911	429 SF	$5,109.82	10yr	2040-41
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Egress corridor	$53.506	324 SF	$17,335.94	10yr	2035-36
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Elevator vestibule	$53.506	178 SF	$9,524.07	10yr	2035-36
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Vestibule lounge	$53.506	150 SF	$8,025.90	10yr	2035-36
Maintain Flashings and Sealants at Parapets/Roof Edges: Bulkhead	$21.021	304 LF	$6,390.38	10yr	2035-36
Maintain Flashings and Sealants at Parapets/Roof Edges: Penthouse Roof	$21.021	345 LF	$7,252.24	10yr	2035-36
Paint Walls and/or Ceiling (BoH): BOH	$1.191	22,747 SF	$27,091.68	10yr	2044-45
Paint Walls and/or Ceiling (BoH): Service Corridors	$1.191	6,748 SF	$8,036.87	10yr	2044-45
Wall Covering: Children's Room	$8.409	888 SF	$7,467.19	10yr	2035-36
Wall Covering: Co-working	$8.409	1,039 SF	$8,736.95	10yr	2035-36
2034-35 (Year 11) Total			$143,400.70		
2035-36 (Year 12)					
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 7th floor corridors	$54.913	977 SF	$53,650.00	11yr	2036-37

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 8th floor corridors	$54.913	685 SF	$37,615.40	11yr	2036-37
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 9th floor corridors	$54.913	685 SF	$37,615.40	11yr	2036-37
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Cellar corridors	$54.913	985 SF	$54,089.30	11yr	2036-37
Maintain Flashings and Sealants at Parapets/Roof Edges: 11th floor terrace (East addition roof)	$21.574	50 LF	$1,078.70	11yr	2036-37
Maintain Flashings and Sealants at Parapets/Roof Edges: 2nd floor terrace A	$21.574	76 LF	$1,639.62	11yr	2036-37
Maintain Flashings and Sealants at Parapets/Roof Edges: 2nd floor terrace B	$21.574	54 LF	$1,165.00	11yr	2036-37
Wall Covering: Dining Room	$8.63	906 SF	$7,818.78	11yr	2036-37
Wall Covering: Elevator lobby	$8.63	473 SF	$4,081.99	11yr	2036-37
2035-36 (Year 12) Total			$198,754.19		
2036-37 (Year 13)					
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 3rd floor corridors	$56.357	912 SF	$51,397.58	12yr	2037-38
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 4th floor corridors	$56.357	977 SF	$55,060.79	12yr	2037-38
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 5th floor corridors	$56.357	977 SF	$55,060.79	12yr	2037-38
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 6th floor corridors	$56.357	977 SF	$55,060.79	12yr	2037-38
Courtyard Furnishings: Cellar Amenity Courtyard	$14,760.97	1 LS	$14,760.97	12yr	2037-38
Courtyard Landscaping: Cellar Amenity Courtyard	$22,141.46	1 LS	$22,141.46	12yr	2037-38
Lobby FF&E	$29.522	1,680 SF	$49,596.96	12yr	2048-49
Maintain Flashings and Sealants at Parapets/Roof Edges: 4th floor terrace (East addition)	$22.142	20 LF	$442.84	12yr	2037-38

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Paint Stairs and Railings: Stair A	$1,254.682	18 Flr	$22,584.28	12yr	2037-38
Wall Covering: Fitness Room	$8.857	2,252 SF	$19,945.96	12yr	2037-38
Wall Covering: Lounge bar	$8.857	685 SF	$6,067.04	12yr	2037-38
2036-37 (Year 13) Total			**$352,119.46**		
2037-38 (Year 14)					
Children's Room FF&E	$60.597	888 SF	$53,810.14	13yr	2047-48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 14th floor corridors	$57.839	814 SF	$47,080.95	13yr	2038-39
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 15th floor corridors	$57.839	775 SF	$44,825.22	13yr	2038-39
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 16th floor corridors	$57.839	679 SF	$39,272.68	13yr	2038-39
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 2nd floor corridors	$57.839	907 SF	$52,459.97	13yr	2038-39
Courtyard Furnishings: Ground Floor Amenity courtyard	$15,149.18	1 LS	$15,149.18	13yr	2046-47
Courtyard Landscaping: Ground Floor Amenity courtyard	$22,723.78	1 LS	$22,723.78	13yr	2046-47
Maintain Flashings and Sealants at Parapets/Roof Edges: 16th floor terraces	$22.724	210 LF	$4,772.04	13yr	2038-39
Paint Stairs and Railings: Stair B	$1,287.68	18 Flr	$23,178.24	13yr	2038-39
Wall Covering: Maker's studio	$9.09	347 SF	$3,154.23	13yr	2038-39
Wall Covering: Music Room	$9.09	429 SF	$3,899.61	13yr	2038-39
Wide-Screen Television	$1,514.918	8 Ea	$12,119.34	13yr	2047-48
2037-38 (Year 14) Total			**$322,445.38**		
2038-39 (Year 15)					

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 10th floor corridors	$59.36	685 SF	$40,661.60	14yr	2044-45
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 11th floor corridors	$59.36	768 SF	$45,588.48	14yr	2044-45
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 12th floor corridors	$59.36	754 SF	$44,757.44	14yr	2044-45
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 13th floor corridors	$59.36	814 SF	$48,319.04	14yr	2044-45
Golf Simulator Equipment	$93,285.65	1 LS	$93,285.65	14yr	2048-49
Maintain Flashings and Sealants at Parapets/Roof Edges: Ground floor amenity courtyard	$23.322	25 LF	$583.05	14yr	2044-45
Paint Stairs and Railings: Stair B2	$1,321.545	2 Flr	$2,643.09	14yr	2046-47
Paint Stairs and Railings: Stair B3	$1,321.545	2 Flr	$2,643.09	14yr	2046-47
Paint Stairs and Railings: Stair B4	$1,321.545	2 Flr	$2,643.09	14yr	2046-47
Wall Covering: Vestibule lounge	$9.329	457 SF	$4,263.35	14yr	2044-45
2038-39 (Year 15) Total			$285,387.88		
2039-40 (Year 16)					
1-3 kw electric heater	$1,845.12	4 Ea	$7,380.48	15yr	N/A
80 gal Elec Water Heater: Sub-Cellar	$13,850.25	2 Ea	$27,700.50	15yr	2051-52
Building Management System	$79,782.55	1 LS	$79,782.55	15yr	N/A
Business Center FF&E: Co-working space	$15,956.51	1 LS	$15,956.51	15yr	N/A
Common Area Restroom: Staff Room	$7,180.43	2 Ea	$14,360.86	15yr	2040-41
Exterior Caulking and Sealants	$3.59	13,869 LF	$49,789.71	15yr	N/A
Façade Repairs (Allowance)	$239,347.66	1 LS	$239,347.66	15yr	N/A
Fire Alarm Panel	$19,497.26	1 Ea	$19,497.26	15yr	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Fire Alarm System	$638.26	131 U	$83,612.06	15yr	N/A
Gas Booster Pump: GB-1, Residential Cooking	$3,829.56	1 Ea	$3,829.56	15yr	N/A
Gas Booster Pump: GB-2, Generator	$3,829.56	1 Ea	$3,829.56	15yr	N/A
Hot Water Circulation Pump: HWC-1	$3,989.13	1 Ea	$3,989.13	15yr	N/A
Hot Water Circulation Pump: HWC-2	$3,989.13	1 Ea	$3,989.13	15yr	N/A
Lounge Bar FF&E	$71.805	337 SF	$24,198.28	15yr	N/A
Maker's Studio FF&E: Makers Studio FF&E	$15,956.51	1 LS	$15,956.51	15yr	N/A
Mobile Telephone Intercom System	$15,956.51	1 Ea	$15,956.51	15yr	N/A
Music Room FF&E	$15,956.51	1 LS	$15,956.51	15yr	N/A
Paint Walls and/or Ceiling: Coworking	$2.01	1,787 SF	$3,591.87	7yr	2040-41
Paint Walls and/or Ceiling: Lounge	$2.01	337 SF	$677.37	7yr	2040-41
Seal Concrete Floor: Garage	$1.914	4,712 SF	$9,018.77	15yr	N/A
Security Camera System	$797.826	20	$15,956.52	15yr	N/A
Sport Court Wall Padding - 2' x 4': Cellar Sport Court	$58.325	60 LF	$3,499.50	15yr	N/A
Staff Locker Rooms	$11,967.38	1 LS	$11,967.38	15yr	N/A
2039-40 (Year 16) Total			$669,844.19		
2040-41 (Year 17)					
Carpet: Lobby	$13.919	246 SF	$3,424.07	8yr	2042-43
Common Area Restroom: Ground Floor	$7,369.275	2 Ea	$14,738.55	16yr	2041-42
DW Duplex Booster Pumps 250 GPM: DBP-1	$58,954.20	1 Ea	$58,954.20	16yr	2041-42
Paint Walls and/or Ceiling: Children's room	$2.063	888 SF	$1,831.94	7yr	2046-47
Paint Walls and/or Ceiling: Mailroom	$2.063	600 SF	$1,237.80	7yr	2046-47
Paint Walls and/or Ceiling: Maker's studio	$2.063	1,054 SF	$2,174.40	7yr	2046-47
Paint Walls and/or Ceiling: Package room	$2.063	954 SF	$1,968.10	7yr	2046-47

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Paint Walls and/or Ceiling: Vr Room	$2.063	1,092 SF	$2,252.80	7yr	2046-47
2040-41 (Year 17) Total			**$86,581.86**		
2041-42 (Year 18)					
Common Area Restroom: Cellar	$7,563.09	1 Ea	$7,563.09	17yr	2042-43
DW Duplex Booster Pumps 250 GPM: DBP-2	$60,504.70	1 Ea	$60,504.70	17yr	N/A
Fitness Equipment - Cardio	$8,403.429	14 PC	$117,648.01	17yr	N/A
2041-42 (Year 18) Total			**$185,715.80**		
2042-43 (Year 19)					
Carpet: Children's Room	$14.661	888 SF	$13,018.97	8yr	2048-49
Carpet: Co-working space	$14.661	224.40 SF	$3,289.93	8yr	2048-49
Carpet: Dining Room	$14.661	450 SF	$6,597.45	8yr	2048-49
Carpet: Elevator lobby	$14.661	448 SF	$6,568.13	8yr	2048-49
Carpet: Game lounge	$14.661	1,216 SF	$17,827.78	8yr	2048-49
Carpet: Music Room	$14.661	429 SF	$6,289.57	8yr	2048-49
Common Area Restroom: Subceller	$7,762.00	1 Ea	$7,762.00	18yr	2043-44
2042-43 (Year 19) Total			**$61,353.83**		
2043-44 (Year 20)					
Common Area Restroom: Children's room	$7,966.14	1 Ea	$7,966.14	19yr	N/A
Dining Room FF&E	$17,702.53	1 LS	$17,702.53	19yr	N/A
Fitness Equipment - Strength	$5,310.758	14 PC	$74,350.61	19yr	N/A
Rubber Tile Floor: Fitness Room	$14.162	3,077 SF	$43,576.47	19yr	N/A
2043-44 (Year 20) Total			**$143,595.75**		
2044-45 (Year 21)					
Ceramic and/or Porcelain Tile Flooring: Package room	$36.336	512 SF	$18,604.03	20yr	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Egress corridor	$69.365	324 SF	$22,474.26	10yr	2045-46

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Elevator vestibule	$69.365	178 SF	$12,346.97	10yr	2045-46
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Vestibule lounge	$69.365	150 SF	$10,404.75	10yr	2045-46
Duplex Sump Pumps: SP-1, Sump Pumps	$9,654.53	1 Ea	$9,654.53	20yr	N/A
Duplex Sump Pumps: SP-2, Detention Tanks	$9,654.53	1 Ea	$9,654.53	20yr	N/A
Elevator, Traction- Cabs - Refurbish: PE-1	$20,893.32	1 Ea	$20,893.32	20yr	2045-46
ERU - Direct Expansion Cooling/Heating Coil - 8- ton: DXC-16 - ERV-R-7	$6,284.35	1 Ea	$6,284.35	20yr	N/A
ERU - Direct Expansion Cooling/Heating Coil - 9- ton: DXC-13 - ERV-R-4	$7,071.03	1 Ea	$7,071.03	20yr	N/A
ERU, 2,000 max CFM: ERV-1-1 - 1st Floor MER	$20,975.04	1 Ea	$20,975.04	20yr	2045-46
ERU, 2,000 max CFM: ERV-2-1 - 2nd Floor MER	$20,975.04	1 Ea	$20,975.04	20yr	2045-46
ERU, 2,000 max CFM: ERV-2-2 - 2nd Floor MER	$20,975.04	1 Ea	$20,975.04	20yr	2045-46
Exterior Door, Garage Door: Garage Door	$17,259.70	1 Ea	$17,259.70	20yr	N/A
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-1	$4,669.20	1 Ea	$4,669.20	20yr	2045-46
Maintain Flashings and Sealants at Parapets/Roof Edges: Bulkhead	$27.252	304 LF	$8,284.61	10yr	2045-46
Maintain Flashings and Sealants at Parapets/Roof Edges: Penthouse Roof	$27.252	345 LF	$9,401.94	10yr	2045-46
Multi-ply Modified Bit Roof Surface: Bulkhead	$34.52	2,281 SF	$78,740.12	20yr	N/A
Multi-ply Modified Bit Roof Surface: Penthouse Roof	$34.52	5,884 SF	$203,115.68	20yr	N/A
Paint Walls and/or Ceiling (BoH): BOH	$1.545	22,747 SF	$35,144.12	10yr	N/A
Paint Walls and/or Ceiling (BoH): Service Corridors	$1.545	6,748 SF	$10,425.66	10yr	N/A
Skylights: Bulkhead	$2,725.22	1 Ea	$2,725.22	20yr	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Sump Pump, Elevator: ESP-1	$3,542.78	1 Ea	$3,542.78	20yr	2045-46
Trash Compactor - Small: Cellar Trash Room	$16,169.61	1 Ea	$16,169.61	20yr	N/A
Vinyl Tile Flooring: Maker's studio	$14.535	347 SF	$5,043.64	20yr	N/A
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Employee Breakroom and Mechanical Rooms)	$5,341.42	1 Ea	$5,341.42	20yr	2045-46
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Courtyard vestibule)	$5,477.68	1 Ea	$5,477.68	20yr	2045-46
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Game Room)	$5,477.68	1 Ea	$5,477.68	20yr	2045-46
VRF Fan Coil Unit - 2.5-Ton: ACU-H-F - (Co-working space)	$6,794.87	1 Ea	$6,794.87	20yr	2045-46
VRF Fan Coil Unit - 3.5-Ton: ACU-H-H - (Lobby)	$7,448.92	1 Ea	$7,448.92	20yr	2045-46
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-1	$78,431.70	1 Ea	$78,431.70	20yr	2045-46
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-10	$84,209.15	1 Ea	$84,209.15	20yr	2045-46
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-10A	$84,209.15	1 Ea	$84,209.15	20yr	2045-46
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-17	$91,894.26	1 Ea	$91,894.26	20yr	2045-46
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-12	$95,745.90	1 Ea	$95,745.90	20yr	2045-46
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-14	$95,745.90	1 Ea	$95,745.90	20yr	2045-46
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-16	$95,745.90	1 Ea	$95,745.90	20yr	2045-46
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-19	$95,745.90	1 Ea	$95,745.90	20yr	2045-46
Wall Covering: Children's Room	$10.901	888 SF	$9,680.09	10yr	2045-46
Wall Covering: Co-working	$10.901	1,039 SF	$11,326.14	10yr	2045-46

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Wood Laminate Flooring: Coworking	$12.718	523.60 SF	$6,659.14	20yr	2045-46
2044-45 (Year 21) Total			$1,354,768.97		
2045-46 (Year 22)					
Branch Controller - 4 Branches: BC-C, ERV's	$10,628.175	2 Ea	$21,256.35	21yr	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 7th floor corridors	$71.19	977 SF	$69,552.63	10yr	2046-47
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 8th floor corridors	$71.19	685 SF	$48,765.15	10yr	2046-47
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 9th floor corridors	$71.19	685 SF	$48,765.15	10yr	2046-47
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Cellar corridors	$71.19	985 SF	$70,122.15	10yr	2046-47
Elevator, Traction- Cabs - Refurbish: PE-2	$21,442.81	1 Ea	$21,442.81	21yr	2046-47
ERU, 2,000 max CFM: ERV-2-3 - 2nd Floor MER	$21,526.68	1 Ea	$21,526.68	21yr	2046-47
ERU, 2,000 max CFM: ERV-2-4 - 2nd Floor MER	$21,526.68	1 Ea	$21,526.68	21yr	2046-47
Fan, Inline Exhaust - 1000 CFM: KXF-2-1	$4,801.33	1 Ea	$4,801.33	21yr	N/A
Fan, Inline Exhaust - 1300 CFM: KXF-2-4	$4,997.11	1 Ea	$4,997.11	21yr	N/A
Fans, Utility Set, Belt Drive, 1/3 H.P.: KXF-R-3	$6,190.45	1 Ea	$6,190.45	21yr	N/A
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-4	$4,792.00	1 Ea	$4,792.00	21yr	2046-47
Fans, Utility Set, Belt Drive, 5 H.P.: EF-R-1	$15,336.27	1 Ea	$15,336.27	21yr	N/A
IRMA W/ Pavers: 11th floor terrace (East addition roof)	$65.261	1,633 SF	$106,571.21	21yr	2046-47
IRMA W/ Pavers: 2nd floor terrace A	$65.261	784 SF	$51,164.62	21yr	2046-47
IRMA W/ Pavers: 2nd floor terrace B	$65.261	1,310 SF	$85,491.91	21yr	2046-47
Maintain Flashings and Sealants at Parapets/Roof Edges: 11th floor terrace (East addition roof)	$27.969	50 LF	$1,398.45	10yr	2046-47

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Maintain Flashings and Sealants at Parapets/Roof Edges: 2nd floor terrace A	$27.969	76 LF	$2,125.64	10yr	2046-47
Maintain Flashings and Sealants at Parapets/Roof Edges: 2nd floor terrace B	$27.969	54 LF	$1,510.33	10yr	2046-47
Sump Pump, Elevator: ESP-2	$3,635.96	1 Ea	$3,635.96	21yr	2047-48
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Makers Studio)	$5,481.90	1 Ea	$5,481.90	21yr	2046-47
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Game Room)	$5,621.75	1 Ea	$5,621.75	21yr	2046-47
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Music room)	$5,621.75	1 Ea	$5,621.75	21yr	2046-47
VRF Fan Coil Unit - 2.5-Ton: ACU-H-F - (Guest Waiting)	$6,973.58	1 Ea	$6,973.58	21yr	N/A
VRF Fan Coil Unit - 3-Ton: ACU-H-G - (Children's playroom)	$7,365.14	1 Ea	$7,365.14	21yr	2046-47
VRF Fan Coil Unit - 3.5-Ton: ACU-H-H - (Pantry)	$7,644.83	1 Ea	$7,644.83	21yr	N/A
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-13	$80,494.45	1 Ea	$80,494.45	21yr	2046-47
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-11	$86,423.86	1 Ea	$86,423.86	21yr	2046-47
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-11A	$86,423.86	1 Ea	$86,423.86	21yr	2046-47
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-21	$94,311.08	1 Ea	$94,311.08	21yr	2046-47
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-2	$98,264.02	1 Ea	$98,264.02	21yr	2046-47
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-20	$98,264.02	1 Ea	$98,264.02	21yr	2046-47
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-23	$98,264.02	1 Ea	$98,264.02	21yr	2046-47
VRF Outdoor Heat Pump - 2-Ton: ACCU-EMR	$13,984.44	1 Ea	$13,984.44	21yr	N/A
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-5A	$74,583.69	1 Ea	$74,583.69	21yr	2046-47

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Wall Covering: Dining Room	$11.188	906 SF	$10,136.33	10yr	2046-47
Wall Covering: Elevator lobby	$11.188	473 SF	$5,291.92	10yr	2046-47
Wood Laminate Flooring: Dining Room	$13.052	100 SF	$1,305.20	21yr	2046-47
2045-46 (Year 22) Total			$1,397,428.72		
2046-47 (Year 23)					
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 3rd floor corridors	$73.062	912 SF	$66,632.54	10yr	2047-48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 4th floor corridors	$73.062	977 SF	$71,381.57	10yr	2047-48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 5th floor corridors	$73.062	977 SF	$71,381.57	10yr	2047-48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 6th floor corridors	$73.062	977 SF	$71,381.57	10yr	2047-48
Courtyard Furnishings: Cellar Amenity Courtyard	$19,136.31	1 LS	$19,136.31	10yr	2047-48
Courtyard Landscaping: Cellar Amenity Courtyard	$28,704.47	1 LS	$28,704.47	10yr	2047-48
Elevator, Traction- Cabs - Refurbish: S1	$22,006.76	1 Ea	$22,006.76	22yr	N/A
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-1 - ERV-1-1	$5,396.44	1 Ea	$5,396.44	22yr	2047-48
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-3 - ERV-2-1	$5,396.44	1 Ea	$5,396.44	22yr	2047-48
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-4 - ERV-2-2	$5,396.44	1 Ea	$5,396.44	22yr	2047-48
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-5 - ERV-2-3	$5,396.44	1 Ea	$5,396.44	22yr	2047-48
ERU, 2,000 max CFM: ERV-R-1 - Roof	$22,092.83	1 Ea	$22,092.83	22yr	2047-48
ERU, 2,000 max CFM: ERV-R-2 - Roof	$22,092.83	1 Ea	$22,092.83	22yr	2047-48
ERU, 2,000 max CFM: ERV-R-3 - Roof	$22,092.83	1 Ea	$22,092.83	22yr	2047-48
Fan, Inline Exhaust - 1800 CFM: KXF-2-2	$5,339.03	1 Ea	$5,339.03	22yr	2047-48

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Fans, Utility Set, Belt Drive, 1/2 H.P.: KXF-R-2	$6,563.76	1 Ea	$6,563.76	22yr	N/A
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-5	$4,918.03	1 Ea	$4,918.03	22yr	2047-48
IRMA W/ Pavers: 4th floor terrace (East addition)	$66.978	288 SF	$19,289.66	22yr	2047-48
IRMA W/ Pavers: Cellar Amenity Courtyard	$66.978	556 SF	$37,239.77	22yr	2047-48
Maintain Flashings and Sealants at Parapets/Roof Edges: 4th floor terrace (East addition)	$28.705	20 LF	$574.10	10yr	2047-48
Paint Stairs and Railings: Stair A	$1,626.586	18 Flr	$29,278.55	10yr	2047-48
Paint Walls and/or Ceiling: Coworking	$2.411	1,787 SF	$4,308.46	7yr	2047-48
Paint Walls and/or Ceiling: Lounge	$2.411	337 SF	$812.51	7yr	2047-48
RTU, Single Zone, 50 ton: MAU-1, Corridor Supply	$220,209.19	1 Ea	$220,209.19	22yr	N/A
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Super's Office)	$5,626.08	1 Ea	$5,626.08	22yr	2047-48
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Pilates Room)	$5,769.60	1 Ea	$5,769.60	22yr	2047-48
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Studio)	$5,769.60	1 Ea	$5,769.60	22yr	2047-48
VRF Fan Coil Unit - 3-Ton: ACU-H-G - (Fitness Room)	$7,558.842	4 Ea	$30,235.37	22yr	2047-48
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-13A	$82,611.46	1 Ea	$82,611.46	22yr	2047-48
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-18	$88,696.80	1 Ea	$88,696.80	22yr	2047-48
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-18A	$88,696.80	1 Ea	$88,696.80	22yr	2047-48
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-22	$96,791.46	1 Ea	$96,791.46	22yr	2047-48
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-24	$100,848.36	1 Ea	$100,848.36	22yr	2048-49

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-25	$100,848.36	1 Ea	$100,848.36	22yr	2048-49
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-29	$100,848.36	1 Ea	$100,848.36	22yr	2048-49
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-30	$100,848.36	1 Ea	$100,848.36	22yr	2048-49
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-31	$100,848.36	1 Ea	$100,848.36	22yr	2048-49
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-15	$76,545.24	1 Ea	$76,545.24	22yr	2047-48
Wall Covering: Fitness Room	$11.482	2,252 SF	$25,857.46	10yr	2047-48
Wall Covering: Lounge bar	$11.482	685 SF	$7,865.17	10yr	2047-48
Wood Laminate Flooring: Lounge bar	$13.396	337 SF	$4,514.45	22yr	2047-48
2046-47 (Year 23) Total			$1,790,243.39		
2047-48 (Year 24)					
Ceramic and/or Porcelain Tile Flooring (BOH): Service Corridors	$15.712	1,328 SF	$20,865.54	23yr	N/A
Children's Room FF&E	$78.559	888 SF	$69,760.39	10yr	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 14th floor corridors	$74.983	814 SF	$61,036.16	10yr	2048-49
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 15th floor corridors	$74.983	775 SF	$58,111.82	10yr	2048-49
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 16th floor corridors	$74.983	679 SF	$50,913.46	10yr	2048-49
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 2nd floor corridors	$74.983	907 SF	$68,009.58	10yr	2048-49
Courtyard Furnishings: Ground Floor Amenity courtyard	$19,639.60	1 LS	$19,639.60	10yr	N/A
Courtyard Landscaping: Ground Floor Amenity courtyard	$29,459.39	1 LS	$29,459.39	10yr	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Elevator, Hydraulic - Cabs - Refurbish: S2	$22,585.54	1 Ea	$22,585.54	23yr	N/A
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-10 - ERV-R-1	$5,538.37	1 Ea	$5,538.37	23yr	2048-49
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-6 - ERV-2-4	$5,538.37	1 Ea	$5,538.37	23yr	2048-49
ERU, 2,000 max CFM: ERV-R-4 - Roof	$22,673.88	1 Ea	$22,673.88	23yr	N/A
Fan, Inline Exhaust - 1800 CFM: KXF-2-3	$5,479.45	1 Ea	$5,479.45	23yr	N/A
Fan, Inline Exhaust - 3500 CFM: KXF-1-1	$9,947.46	1 Ea	$9,947.46	23yr	N/A
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-6	$5,047.38	1 Ea	$5,047.38	23yr	N/A
IRMA W/ Pavers: 16th floor terrace-1	$68.739	702 SF	$48,254.78	23yr	2048-49
IRMA W/ Pavers: 16th floor terrace-2	$68.739	341 SF	$23,440.00	23yr	2048-49
IRMA W/ Pavers: 16th floor terrace-3	$68.739	1,267 SF	$87,092.31	23yr	2048-49
IRMA W/ Pavers: 16th floor terrace-4	$68.739	372 SF	$25,570.91	23yr	2048-49
IRMA W/ Pavers: 16th floor terrace-5	$68.739	1,161 SF	$79,805.98	23yr	2048-49
IRMA W/ Pavers: 16th floor terrace-6	$68.739	494 SF	$33,957.07	23yr	2048-49
Mailboxes	$147.296	131 Ea	$19,295.78	23yr	N/A
Maintain Flashings and Sealants at Parapets/Roof Edges: 16th floor terraces	$29.46	210 LF	$6,186.60	10yr	2048-49
Paint Stairs and Railings: Stair B	$1,669.365	18 Flr	$30,048.57	10yr	2048-49
Paint Walls and/or Ceiling: Children's room	$2.474	888 SF	$2,196.91	7yr	2053-54
Paint Walls and/or Ceiling: Mailroom	$2.474	600 SF	$1,484.40	7yr	2053-54
Paint Walls and/or Ceiling: Maker's studio	$2.474	1,054 SF	$2,607.60	7yr	2053-54
Paint Walls and/or Ceiling: Package room	$2.474	954 SF	$2,360.20	7yr	2053-54
Paint Walls and/or Ceiling: Vr Room	$2.474	1,092 SF	$2,701.61	7yr	2053-54
Sump Pump, Elevator: ESP-3	$3,829.72	1 Ea	$3,829.72	23yr	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Tenant Storage)	$5,774.04	2 Ea	$11,548.08	23yr	N/A
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (VR Room)	$5,921.34	1 Ea	$5,921.34	23yr	N/A
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Yoga room)	$5,921.34	1 Ea	$5,921.34	23yr	N/A
VRF Fan Coil Unit - 1.5-Ton: ACU-H-F - (Package room)	$5,921.34	1 Ea	$5,921.34	23yr	N/A
VRF Fan Coil Unit - 3-Ton: ACU-H-G - (Sports court)	$7,757.64	1 Ea	$7,757.64	23yr	N/A
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-27A	$84,784.14	1 Ea	$84,784.14	23yr	2048-49
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-26	$91,029.53	1 Ea	$91,029.53	23yr	2048-49
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-27	$91,029.53	1 Ea	$91,029.53	23yr	2048-49
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-8	$99,337.08	1 Ea	$99,337.08	23yr	N/A
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-15A	$78,558.38	1 Ea	$78,558.38	23yr	2048-49
Wall Covering: Maker's studio	$11.784	347 SF	$4,089.05	10yr	2048-49
Wall Covering: Music Room	$11.784	429 SF	$5,055.34	10yr	2048-49
Wide-Screen Television	$1,963.959	8 Ea	$15,711.67	10yr	N/A
Wood Laminate Flooring: Pilates Room	$13.748	208 SF	$2,859.58	23yr	2048-49
2047-48 (Year 24) Total			$1,332,962.87		
2048-49 (Year 25)					
Branch Controller - 2 Branches: BC-A, VRF Common Areas	$9,070.255	2 Ea	$18,140.51	24yr	N/A
Branch Controller - 3 Branches: BC-B, ERV's	$10,279.62	4 Ea	$41,118.48	24yr	N/A
Branch Controller - 3 Branches: BC-B, VRF Common Areas	$10,279.62	3 Ea	$30,838.86	24yr	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Branch Controller - 6 Branches: BC-D, ERV's	$13,907.723	3 Ea	$41,723.17	24yr	N/A
Branch Controller - 6 Branches: BC-D, VRF Common Areas	$13,907.723	3 Ea	$41,723.17	24yr	N/A
Carpet: Lobby	$17.132	246 SF	$4,214.47	8yr	2050-51
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 10th floor corridors	$76.955	685 SF	$52,714.18	10yr	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 11th floor corridors	$76.955	768 SF	$59,101.44	10yr	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 12th floor corridors	$76.955	754 SF	$58,024.07	10yr	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 13th floor corridors	$76.955	814 SF	$62,641.37	10yr	N/A
Elevator, Traction - Modernization: PE-1	$258,577.79	1 Ea	$258,577.79	N/A	2049-50
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-11 - ERV-R-2	$5,684.02	1 Ea	$5,684.02	24yr	N/A
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-12 - ERV-R-3	$5,684.02	1 Ea	$5,684.02	24yr	N/A
ERU, 1,000 max CFM: ERV-SC-1	$19,745.54	1 Ea	$19,745.54	24yr	N/A
Fan, Inline Exhaust - 5000 CFM: GXF-1-1	$11,287.42	1 Ea	$11,287.42	24yr	N/A
Fire Pump/Jockey Pump - 500 GPM: FP-1/ JP-1	$68,188.14	1 Ea	$68,188.14	24yr	N/A
Game Room FF&E	$84.656	1,246 SF	$105,481.38	24yr	N/A
Golf Simulator Equipment	$120,936.70	1 LS	$120,936.70	10yr	N/A
IRMA W/ Pavers: Ground floor amenity courtyard	$70.547	812 SF	$57,284.16	24yr	N/A
Lobby FF&E	$40.312	1,680 SF	$67,724.16	12yr	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Maintain Flashings and Sealants at Parapets/Roof Edges: Ground floor amenity courtyard	$30.234	25 LF	$755.85	10yr	N/A
Paint Stairs and Railings: Stair B2	$1,713.27	2 Flr	$3,426.54	10yr	N/A
Paint Stairs and Railings: Stair B3	$1,713.27	2 Flr	$3,426.54	10yr	N/A
Paint Stairs and Railings: Stair B4	$1,713.27	2 Flr	$3,426.54	10yr	N/A
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-5	$87,013.96	1 Ea	$87,013.96	24yr	N/A
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-3	$93,423.60	1 Ea	$93,423.60	24yr	N/A
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-6	$93,423.60	1 Ea	$93,423.60	24yr	N/A
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-4	$106,222.74	1 Ea	$106,222.74	24yr	N/A
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-7	$106,222.74	1 Ea	$106,222.74	24yr	N/A
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-9	$106,222.74	1 Ea	$106,222.74	24yr	N/A
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-28	$80,624.47	1 Ea	$80,624.47	24yr	N/A
Wall Covering: Vestibule lounge	$12.094	457 SF	$5,526.96	10yr	N/A
Wood Laminate Flooring: Yoga Room	$14.109	365 SF	$5,149.78	24yr	N/A
2048-49 (Year 25) Total			$1,825,699.11		
2049-50 (Year 26)					
Elevator, Traction - Cable Upgrades: PE-1	$37,235.20	1 LS	$37,235.20	25yr	2050-51
Elevator, Traction - Modernization: PE-2	$265,378.39	1 Ea	$265,378.39	N/A	2050-51
Elevator, Traction- Cab Doors: PE-1	$9,308.80	1 Ea	$9,308.80	25yr	2050-51
Elevator, Traction- Shaftway Doors: PE-1	$7,364.295	17 Ea	$125,193.02	25yr	2050-51
Exterior Door, Glass Entrance Door (double panel): Main Entrance	$16,548.98	1 Ea	$16,548.98	25yr	2050-51
Exterior Door, Glass Entrance Door (double panel): Part 1 Cellar Amenity Courtyard	$16,548.977	3 Ea	$49,646.93	25yr	2050-51
Exterior Door, Glass Entrance Door (single panel): Main Entrance	$12,825.457	3 LS	$38,476.37	25yr	2050-51

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Exterior Door, Service, Fire Rated : Garage Entrance	$6,470.11	1 Ea	$6,470.11	25yr	2050-51
Generator, gas, 125 kW: GEN-1	$115,975.24	1 Ea	$115,975.24	25yr	N/A
Generator, gas, 125 kW: GEN-1 Mobilization Costs (Allowance for Generator Removal/ Installation)	$115,975.242	4.46 Ea	$517,249.58	25yr	N/A
Sport Court Flooring - Wood: Cellar Sport Court	$33.387	607 SF	$20,265.91	25yr	N/A
Windows - Recondition (per tenant unit): Part 1 Windows - Recondition (per tenant unit)	$9,553.623	32 U	$305,715.94	N/A	2050-51
2049-50 (Year 26) Total			**$1,507,464.47**		
2050-51 (Year 27)					
Carpet: Children's Room	$18.045	888 SF	$16,023.96	8yr	N/A
Carpet: Co-working space	$18.045	224.40 SF	$4,049.30	8yr	N/A
Carpet: Dining Room	$18.045	450 SF	$8,120.25	8yr	N/A
Carpet: Elevator lobby	$18.045	448 SF	$8,084.16	8yr	N/A
Carpet: Game lounge	$18.045	1,216 SF	$21,942.72	8yr	N/A
Carpet: Music Room	$18.045	429 SF	$7,741.30	8yr	N/A
Elevator, Hydraulic - Cab Doors: S2	$9,553.62	1 Ea	$9,553.62	26yr	N/A
Elevator, Hydraulic - Shaftway Doors: S2	$7,557.977	3 Ea	$22,673.93	26yr	N/A
Elevator, Traction - Cable Upgrades: PE-2	$38,214.49	1 LS	$38,214.49	26yr	2051-52
Elevator, Traction - Modernization: S1	$272,357.84	1 Ea	$272,357.84	N/A	N/A
Elevator, Traction- Cab Doors: PE-2	$9,553.62	1 Ea	$9,553.62	26yr	2051-52
Elevator, Traction- Shaftway Doors: PE-2	$7,557.976	17 Ea	$128,485.59	26yr	2051-52
Exterior Door, Glass Entrance Door (double panel): Part 2 Cellar Amenity Courtyard	$16,984.215	2 Ea	$33,968.43	26yr	2051-52
Exterior Door, Glass Entrance Door (single panel): 2nd FloorTerrace	$13,162.77	2 LS	$26,325.54	26yr	2051-52

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Exterior Door, Service, Fire Rated : Egress Corridor	$6,640.275	2 Ea	$13,280.55	26yr	2051-52
Windows - Recondition (per tenant unit): Part 2 Windows - Recondition (per tenant unit)	$9,804.883	32 U	$313,756.26	N/A	2051-52
2050-51 (Year 27) Total			$934,131.56		
2051-52 (Year 28)					
80 gal Elec Water Heater: Sub-Cellar	$18,912.53	2 Ea	$37,825.06	12yr	N/A
Elevator, Hydraulic - Rebuild - Main Hydraulic Ram & Pump Assembly: S2	$134,460.45	1 Ea	$134,460.45	27yr	N/A
Elevator, Traction - Cable Upgrades: S1	$39,219.53	1 LS	$39,219.53	27yr	N/A
Elevator, Traction- Cab Doors: S1	$9,804.88	1 Ea	$9,804.88	27yr	N/A
Elevator, Traction- Shaftway Doors: S1	$7,756.751	17 Ea	$131,864.77	27yr	N/A
Exterior Door, Glass Entrance Door (double panel): Part 1 Ground Floor Amenity courtyard	$17,430.90	2 Ea	$34,861.80	27yr	2052-53
Exterior Door, Glass Entrance Door (single panel): 4th FloorTerrace	$13,508.95	2 LS	$27,017.90	27yr	2052-53
Exterior Door, Service, Fire Rated : Bukhead Doors	$6,814.917	3 Ea	$20,444.75	27yr	N/A
Windows - Recondition (per tenant unit): Part 3 Windows - Recondition (per tenant unit)	$10,062.751	32 U	$322,008.03	N/A	2052-53
2051-52 (Year 28) Total			$757,507.17		
2052-53 (Year 29)					
Exterior Door, Glass Entrance Door (double panel): Part 2 Ground Floor Amenity courtyard	$17,889.335	2 Ea	$35,778.67	28yr	N/A
Exterior Door, Glass Entrance Door (single panel): 11th FloorTerrace	$13,864.235	2 LS	$27,728.47	28yr	N/A
Windows - Recondition (per tenant unit): Part 4 Windows - Recondition (per tenant unit)	$10,327.402	35 U	$361,459.07	N/A	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
2052-53 (Year 29) Total			$424,966.21		
2053-54 (Year 30)					
Paint Walls and/or Ceiling: Coworking	$2.892	1,787 SF	$5,168.00	7yr	N/A
Paint Walls and/or Ceiling: Lounge	$2.892	337 SF	$974.60	7yr	N/A
2053-54 (Year 30) Total			$6,142.60		

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Components by Category

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Components by Category

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Amenities							
Business Center FF&E: Co-working space	11/01/2039	15y	15y	15y	$10,809.933	1 LS	$10,809.93
Children's Room FF&E	11/01/2037	10y	13y	13y	$43.24	888 SF	$38,397.12
Common Area Restroom: Cellar	11/01/2041	15y	17y	17y	$4,864.47	1 Ea	$4,864.47
Common Area Restroom: Children's room	11/01/2043	15y	19y	19y	$4,864.47	1 Ea	$4,864.47
Common Area Restroom: Ground Floor	11/01/2040	15y	16y	16y	$4,864.47	2 Ea	$9,728.94
Common Area Restroom: Staff Room	11/01/2039	15y	15y	15y	$4,864.47	2 Ea	$9,728.94
Common Area Restroom: Subceller	11/01/2042	15y	18y	18y	$4,864.47	1 Ea	$4,864.47
Courtyard Furnishings: Cellar Amenity Courtyard	11/01/2036	10y	12y	12y	$10,809.933	1 LS	$10,809.93
Courtyard Furnishings: Ground Floor Amenity courtyard	11/01/2037	10y	13y	13y	$10,809.933	1 LS	$10,809.93
Courtyard Landscaping: Cellar Amenity Courtyard	11/01/2036	10y	12y	12y	$16,214.899	1 LS	$16,214.90
Courtyard Landscaping: Ground Floor Amenity courtyard	11/01/2037	10y	13y	13y	$16,214.899	1 LS	$16,214.90
Dining Room FF&E	11/01/2043	15y	19y	19y	$10,809.933	1 LS	$10,809.93
Elevator, Hydraulic - Cab Doors: S2	11/01/2050	25y	26y	26y	$4,864.47	1 Ea	$4,864.47
Elevator, Hydraulic - Cabs - Refurbish: S2	11/01/2047	20y	23y	23y	$12,431.423	1 Ea	$12,431.42
Elevator, Hydraulic - Rebuild - Main Hydraulic Ram & Pump Assembly: S2	11/01/2051	25y	27y	27y	$66,709.50	1 Ea	$66,709.50
Elevator, Hydraulic - Shaftway Doors: S2	11/01/2050	25y	26y	26y	$3,848.336	3 Ea	$11,545.01
Elevator, Traction - Cable Upgrades: PE-1	11/01/2049	25y	25y	25y	$19,457.879	1 LS	$19,457.88
Elevator, Traction - Cable Upgrades: PE-2	11/01/2050	25y	26y	26y	$19,457.879	1 LS	$19,457.88
Elevator, Traction - Cable Upgrades: S1	11/01/2051	25y	27y	27y	$19,457.879	1 LS	$19,457.88
Elevator, Traction - Controller & Controller Support: PE-1	11/01/2069	20y	45y	45y	$27,403.179	1 Ea	$27,403.18
Elevator, Traction - Controller & Controller Support: PE-2	11/01/2070	20y	46y	46y	$27,403.179	1 Ea	$27,403.18
Elevator, Traction - Controller & Controller Support: S1	11/01/2071	20y	47y	47y	$27,403.179	1 Ea	$27,403.18
Elevator, Traction - Machinery Upgrades: PE-1	11/01/2079	30y	55y	55y	$189,173.821	1 LS	$189,173.82
Elevator, Traction - Machinery Upgrades: PE-2	11/01/2080	30y	56y	56y	$189,173.821	1 LS	$189,173.82

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Elevator, Traction - Machinery Upgrades: S1	11/01/2081	30y	57y	57y	$189,173.821	1 LS	$189,173.82
Elevator, Traction - Modernization: PE-1	01/01/2049	N/A	N/A	N/A	$135,124.158	1 Ea	$135,124.16
Elevator, Traction - Modernization: PE-2	01/01/2050	N/A	N/A	N/A	$135,124.158	1 Ea	$135,124.16
Elevator, Traction - Modernization: S1	01/01/2051	N/A	N/A	N/A	$135,124.158	1 Ea	$135,124.16
Elevator, Traction- Cab Doors: PE-1	11/01/2049	25y	25y	25y	$4,864.47	1 Ea	$4,864.47
Elevator, Traction- Cab Doors: PE-2	11/01/2050	25y	26y	26y	$4,864.47	1 Ea	$4,864.47
Elevator, Traction- Cab Doors: S1	11/01/2051	25y	27y	27y	$4,864.47	1 Ea	$4,864.47
Elevator, Traction- Cabs - Refurbish: PE-1	11/01/2044	20y	20y	20y	$12,431.423	1 Ea	$12,431.42
Elevator, Traction- Cabs - Refurbish: PE-2	11/01/2045	20y	21y	21y	$12,431.423	1 Ea	$12,431.42
Elevator, Traction- Cabs - Refurbish: S1	11/01/2046	20y	22y	22y	$12,431.423	1 Ea	$12,431.42
Elevator, Traction- Shaftway Doors: PE-1	11/01/2049	25y	25y	25y	$3,848.336	17 Ea	$65,421.71
Elevator, Traction- Shaftway Doors: PE-2	11/01/2050	25y	26y	26y	$3,848.336	17 Ea	$65,421.71
Elevator, Traction- Shaftway Doors: S1	11/01/2051	25y	27y	27y	$3,848.336	17 Ea	$65,421.71
Fitness Equipment - Cardio	11/01/2041	15y	17y	17y	$5,404.966	14 PC	$75,669.52
Fitness Equipment - Strength	11/01/2043	15y	19y	19y	$3,242.98	14 PC	$45,401.72
Game Room FF&E	11/01/2048	10y	24y	24y	$45.402	1,246 SF	$56,570.89
Golf Simulator Equipment	11/01/2038	10y	14y	14y	$64,859.596	1 LS	$64,859.60
Hydraulic Vehicle Elevator: VE-1	11/01/2054	30y	30y	30y	$128,287.50	1 Ea	$128,287.50
Lobby FF&E	11/01/2036	12y	12y	12y	$21.62	1,680 SF	$36,321.60
Lounge Bar FF&E	11/01/2039	15y	15y	15y	$48.645	337 SF	$16,393.36
Mailboxes	11/01/2047	20y	23y	23y	$81.074	131 Ea	$10,620.69
Maker's Studio FF&E: Makers Studio FF&E	11/01/2039	15y	15y	15y	$10,809.933	1 LS	$10,809.93
Mobile Telephone Intercom System	11/01/2039	15y	15y	15y	$10,809.933	1 Ea	$10,809.93
Music Room FF&E	11/01/2039	15y	15y	15y	$10,809.933	1 LS	$10,809.93
Security Camera System	11/01/2039	15y	15y	15y	$540.497	20	$10,809.94
Sport Court Flooring - Wood: Cellar Sport Court	11/01/2049	25y	25y	25y	$17.447	607 SF	$10,590.33
Sport Court Wall Padding - 2' x 4': Cellar Sport Court	11/01/2039	15y	15y	15y	$39.513	60 LF	$2,370.78
Trash Compactor - Small: Cellar Trash Room	11/01/2044	20y	20y	20y	$9,620.84	1 Ea	$9,620.84

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Wide-Screen Television	11/01/2037	10y	13y	13y	$1,080.993	8 Ea	$8,647.94
							$2,113,892.75
Building Exterior							
Exterior Caulking and Sealants	11/01/2039	15y	15y	15y	$2.432	13,869 LF	$33,729.41
Exterior Door, Garage Door: Garage Door	11/01/2044	20y	20y	20y	$10,269.436	1 Ea	$10,269.44
Exterior Door, Glass Entrance Door (double panel): Main Entrance	11/01/2049	25y	25y	25y	$8,647.946	1 Ea	$8,647.95
Exterior Door, Glass Entrance Door (double panel): Part 1 Cellar Amenity Courtyard	11/01/2049	25y	25y	25y	$8,647.946	3 Ea	$25,943.84
Exterior Door, Glass Entrance Door (double panel): Part 1 Ground Floor Amenity courtyard	11/01/2051	25y	27y	27y	$8,647.946	2 Ea	$17,295.89
Exterior Door, Glass Entrance Door (double panel): Part 2 Cellar Amenity Courtyard	11/01/2050	25y	26y	26y	$8,647.946	2 Ea	$17,295.89
Exterior Door, Glass Entrance Door (double panel): Part 2 Ground Floor Amenity courtyard	11/01/2052	25y	28y	28y	$8,647.946	2 Ea	$17,295.89
Exterior Door, Glass Entrance Door (single panel): 11th FloorTerrace	11/01/2052	25y	28y	28y	$6,702.158	2 LS	$13,404.32
Exterior Door, Glass Entrance Door (single panel): 2nd FloorTerrace	11/01/2050	25y	26y	26y	$6,702.158	2 LS	$13,404.32
Exterior Door, Glass Entrance Door (single panel): 4th FloorTerrace	11/01/2051	25y	27y	27y	$6,702.158	2 LS	$13,404.32
Exterior Door, Glass Entrance Door (single panel): Main Entrance	11/01/2049	25y	25y	25y	$6,702.158	3 LS	$20,106.47
Exterior Door, Service, Fire Rated : Bukhead Doors	11/01/2051	25y	27y	27y	$3,381.066	3 Ea	$10,143.20
Exterior Door, Service, Fire Rated : Egress Corridor	11/01/2050	25y	26y	26y	$3,381.066	2 Ea	$6,762.13
Exterior Door, Service, Fire Rated : Garage Entrance	11/01/2049	25y	25y	25y	$3,381.066	1 Ea	$3,381.07
Façade Repairs (Allowance)	11/01/2039	15y	15y	15y	$162,148.989	1 LS	$162,148.99
IRMA W/ Pavers: 11th floor terrace (East addition roof)	11/01/2045	20y	21y	21y	$37.835	1,633 SF	$61,784.56
IRMA W/ Pavers: 16th floor terrace-1	11/01/2047	20y	23y	23y	$37.835	702 SF	$26,560.17
IRMA W/ Pavers: 16th floor terrace-2	11/01/2047	20y	23y	23y	$37.835	341 SF	$12,901.74
IRMA W/ Pavers: 16th floor terrace-3	11/01/2047	20y	23y	23y	$37.835	1,267 SF	$47,936.94
IRMA W/ Pavers: 16th floor terrace-4	11/01/2047	20y	23y	23y	$37.835	372 SF	$14,074.62
IRMA W/ Pavers: 16th floor terrace-5	11/01/2047	20y	23y	23y	$37.835	1,161 SF	$43,926.44
IRMA W/ Pavers: 16th floor terrace-6	11/01/2047	20y	23y	23y	$37.835	494 SF	$18,690.49
IRMA W/ Pavers: 2nd floor terrace A	11/01/2045	20y	21y	21y	$37.835	784 SF	$29,662.64
IRMA W/ Pavers: 2nd floor terrace B	11/01/2045	20y	21y	21y	$37.835	1,310 SF	$49,563.85

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
IRMA W/ Pavers: 4th floor terrace (East addition)	11/01/2046	20y	22y	22y	$37.835	288 SF	$10,896.48
IRMA W/ Pavers: Cellar Amenity Courtyard	11/01/2046	20y	22y	22y	$37.835	556 SF	$21,036.26
IRMA W/ Pavers: Ground floor amenity courtyard	11/01/2048	20y	24y	24y	$37.835	812 SF	$30,722.02
Maintain Flashings and Sealants at Parapets/Roof Edges: 11th floor terrace (East addition roof)	11/01/2035	10y	11y	11y	$16.215	50 LF	$810.75
Maintain Flashings and Sealants at Parapets/Roof Edges: 16th floor terraces	11/01/2037	10y	13y	13y	$16.215	210 LF	$3,405.15
Maintain Flashings and Sealants at Parapets/Roof Edges: 2nd floor terrace A	11/01/2035	10y	11y	11y	$16.215	76 LF	$1,232.34
Maintain Flashings and Sealants at Parapets/Roof Edges: 2nd floor terrace B	11/01/2035	10y	11y	11y	$16.215	54 LF	$875.61
Maintain Flashings and Sealants at Parapets/Roof Edges: 4th floor terrace (East addition)	11/01/2036	10y	12y	12y	$16.215	20 LF	$324.30
Maintain Flashings and Sealants at Parapets/Roof Edges: Bulkhead	11/01/2034	10y	10y	10y	$16.215	304 LF	$4,929.36
Maintain Flashings and Sealants at Parapets/Roof Edges: Ground floor amenity courtyard	11/01/2038	10y	14y	14y	$16.215	25 LF	$405.38
Maintain Flashings and Sealants at Parapets/Roof Edges: Penthouse Roof	11/01/2034	10y	10y	10y	$16.215	345 LF	$5,594.18
Multi-ply Modified Bit Roof Surface: Bulkhead	11/01/2044	20y	20y	20y	$20.539	2,281 SF	$46,849.46
Multi-ply Modified Bit Roof Surface: Penthouse Roof	11/01/2044	20y	20y	20y	$20.539	5,884 SF	$120,851.48
Skylights: Bulkhead	11/01/2044	20y	20y	20y	$1,621.49	1 Ea	$1,621.49
Windows - Recondition (per tenant unit): Part 1 Windows - Recondition (per tenant unit)	01/01/2050	N/A	N/A	N/A	$4,864.47	32 U	$155,663.04
Windows - Recondition (per tenant unit): Part 2 Windows - Recondition (per tenant unit)	01/01/2051	N/A	N/A	N/A	$4,864.47	32 U	$155,663.04
Windows - Recondition (per tenant unit): Part 3 Windows - Recondition (per tenant unit)	01/01/2052	N/A	N/A	N/A	$4,864.47	32 U	$155,663.04
Windows - Recondition (per tenant unit): Part 4 Windows - Recondition (per tenant unit)	01/01/2053	N/A	N/A	N/A	$4,864.47	35 U	$170,256.45
							$1,565,134.41
Building Interior							
Carpet: Children's Room	11/01/2034	8y	10y	10y	$9.188	888 SF	$8,158.94
Carpet: Co-working space	11/01/2034	8y	10y	10y	$9.188	224.40 SF	$2,061.79
Carpet: Dining Room	11/01/2034	8y	10y	10y	$9.188	450 SF	$4,134.60
Carpet: Elevator lobby	11/01/2034	8y	10y	10y	$9.188	448 SF	$4,116.22

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Carpet: Game lounge	11/01/2034	8y	10y	10y	$9.188	1,216 SF	$11,172.61
Carpet: Lobby	11/01/2032	8y	8y	8y	$9.188	246 SF	$2,260.25
Carpet: Music Room	11/01/2034	8y	10y	10y	$9.188	429 SF	$3,941.65
Ceramic and/or Porcelain Tile Flooring: Package room	11/01/2044	20y	20y	20y	$21.62	512 SF	$11,069.44
Ceramic and/or Porcelain Tile Flooring (BOH): Service Corridors	11/01/2047	20y	23y	23y	$8.648	1,328 SF	$11,484.54
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 10th floor corridors	11/01/2038	10y	14y	14y	$41.272	685 SF	$28,271.32
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 11th floor corridors	11/01/2038	10y	14y	14y	$41.272	768 SF	$31,696.90
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 12th floor corridors	11/01/2038	10y	14y	14y	$41.272	754 SF	$31,119.09
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 13th floor corridors	11/01/2038	10y	14y	14y	$41.272	814 SF	$33,595.41
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 14th floor corridors	11/01/2037	10y	13y	13y	$41.272	814 SF	$33,595.41
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 15th floor corridors	11/01/2037	10y	13y	13y	$41.272	775 SF	$31,985.80
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 16th floor corridors	11/01/2037	10y	13y	13y	$41.272	679 SF	$28,023.69
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 2nd floor corridors	11/01/2037	10y	13y	13y	$41.272	907 SF	$37,433.70
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 3rd floor corridors	11/01/2036	10y	12y	12y	$41.272	912 SF	$37,640.06
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 4th floor corridors	11/01/2036	10y	12y	12y	$41.272	977 SF	$40,322.74
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 5th floor corridors	11/01/2036	10y	12y	12y	$41.272	977 SF	$40,322.74
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 6th floor corridors	11/01/2036	10y	12y	12y	$41.272	977 SF	$40,322.74
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 7th floor corridors	11/01/2035	10y	11y	11y	$41.272	977 SF	$40,322.74
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 8th floor corridors	11/01/2035	10y	11y	11y	$41.272	685 SF	$28,271.32
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 9th floor corridors	11/01/2035	10y	11y	11y	$41.272	685 SF	$28,271.32

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Cellar corridors	11/01/2035	10y	11y	11y	$41.272	985 SF	$40,652.92
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Egress corridor	11/01/2034	10y	10y	10y	$41.272	324 SF	$13,372.13
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Elevator vestibule	11/01/2034	10y	10y	10y	$41.272	178 SF	$7,346.42
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Vestibule lounge	11/01/2034	10y	10y	10y	$41.272	150 SF	$6,190.80
Paint Stairs and Railings: Stair A	11/01/2036	10y	12y	12y	$918.844	18 Flr	$16,539.19
Paint Stairs and Railings: Stair B	11/01/2037	10y	13y	13y	$918.844	18 Flr	$16,539.19
Paint Stairs and Railings: Stair B2	11/01/2038	10y	14y	14y	$918.844	2 Flr	$1,837.69
Paint Stairs and Railings: Stair B3	11/01/2038	10y	14y	14y	$918.844	2 Flr	$1,837.69
Paint Stairs and Railings: Stair B4	11/01/2038	10y	14y	14y	$918.844	2 Flr	$1,837.69
Paint Walls and/or Ceiling: Children's room	11/01/2033	7y	9y	9y	$1.362	888 SF	$1,209.46
Paint Walls and/or Ceiling: Coworking	11/01/2032	7y	8y	8y	$1.362	1,787 SF	$2,433.89
Paint Walls and/or Ceiling: Lounge	11/01/2032	7y	8y	8y	$1.362	337 SF	$458.99
Paint Walls and/or Ceiling: Mailroom	11/01/2033	7y	9y	9y	$1.362	600 SF	$817.20
Paint Walls and/or Ceiling: Maker's studio	11/01/2033	7y	9y	9y	$1.362	1,054 SF	$1,435.55
Paint Walls and/or Ceiling: Package room	11/01/2033	7y	9y	9y	$1.362	954 SF	$1,299.35
Paint Walls and/or Ceiling: Vr Room	11/01/2033	7y	9y	9y	$1.362	1,092 SF	$1,487.30
Paint Walls and/or Ceiling (BoH): BOH	11/01/2034	10y	10y	10y	$0.919	22,747 SF	$20,904.49
Paint Walls and/or Ceiling (BoH): Service Corridors	11/01/2034	10y	10y	10y	$0.919	6,748 SF	$6,201.41
Rubber Tile Floor: Fitness Room	11/01/2043	15y	19y	19y	$8.648	3,077 SF	$26,609.90
Seal Concrete Floor: Garage	11/01/2039	15y	15y	15y	$1.297	4,712 SF	$6,111.46
Staff Locker Rooms	11/01/2039	15y	15y	15y	$8,107.449	1 LS	$8,107.45
Vinyl Tile Flooring: Maker's studio	11/01/2044	20y	20y	20y	$8.648	347 SF	$3,000.86
Wall Covering: Children's Room	11/01/2034	10y	10y	10y	$6.486	888 SF	$5,759.57
Wall Covering: Co-working	11/01/2034	10y	10y	10y	$6.486	1,039 SF	$6,738.95
Wall Covering: Dining Room	11/01/2035	10y	11y	11y	$6.486	906 SF	$5,876.32
Wall Covering: Elevator lobby	11/01/2035	10y	11y	11y	$6.486	473 SF	$3,067.88
Wall Covering: Fitness Room	11/01/2036	10y	12y	12y	$6.486	2,252 SF	$14,606.47

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Wall Covering: Lounge bar	11/01/2036	10y	12y	12y	$6.486	685 SF	$4,442.91
Wall Covering: Maker's studio	11/01/2037	10y	13y	13y	$6.486	347 SF	$2,250.64
Wall Covering: Music Room	11/01/2037	10y	13y	13y	$6.486	429 SF	$2,782.49
Wall Covering: Vestibule lounge	11/01/2038	10y	14y	14y	$6.486	457 SF	$2,964.10
Wood Laminate Flooring: Coworking	11/01/2044	20y	20y	20y	$7.567	523.60 SF	$3,962.08
Wood Laminate Flooring: Dining Room	11/01/2045	20y	21y	21y	$7.567	100 SF	$756.70
Wood Laminate Flooring: Lounge bar	11/01/2046	20y	22y	22y	$7.567	337 SF	$2,550.08
Wood Laminate Flooring: Pilates Room	11/01/2047	20y	23y	23y	$7.567	208 SF	$1,573.94
Wood Laminate Flooring: Yoga Room	11/01/2048	20y	24y	24y	$7.567	365 SF	$2,761.96
							$815,920.14
Mechanical							
1-3 kw electric heater	11/01/2039	15y	15y	15y	$1,250.00	4 Ea	$5,000.00
80 gal Elec Water Heater: Sub-Cellar	11/01/2039	12y	15y	15y	$9,383.022	2 Ea	$18,766.04
Boiler, fire tube, 1,060 MBH, 30 H.P.: DHW-1	11/01/2064	40y	40y	40y	$78,996.877	1 Ea	$78,996.88
Boiler, fire tube, 1,060 MBH, 30 H.P.: DHW-2	11/01/2064	40y	40y	40y	$78,996.877	1 Ea	$78,996.88
Boiler, fire tube, 1,060 MBH, 30 H.P.: DHW-3	11/01/2064	40y	40y	40y	$78,996.877	1 Ea	$78,996.88
Branch Controller - 2 Branches: BC-A, VRF Common Areas	11/01/2048	20y	24y	24y	$4,864.47	2 Ea	$9,728.94
Branch Controller - 3 Branches: BC-B, ERV's	11/01/2048	20y	24y	24y	$5,513.066	4 Ea	$22,052.26
Branch Controller - 3 Branches: BC-B, VRF Common Areas	11/01/2048	20y	24y	24y	$5,513.066	3 Ea	$16,539.20
Branch Controller - 4 Branches: BC-C, ERV's	11/01/2045	20y	21y	21y	$6,161.662	2 Ea	$12,323.32
Branch Controller - 6 Branches: BC-D, ERV's	11/01/2048	20y	24y	24y	$7,458.854	3 Ea	$22,376.56
Branch Controller - 6 Branches: BC-D, VRF Common Areas	11/01/2048	20y	24y	24y	$7,458.854	3 Ea	$22,376.56
Building Management System	11/01/2039	15y	15y	15y	$54,049.663	1 LS	$54,049.66
Duplex Sewage Ejector Pump: EJ-1	11/01/2054	30y	30y	30y	$5,171.472	1 Ea	$5,171.47
Duplex Sump Pumps: SP-1, Sump Pumps	11/01/2044	20y	20y	20y	$5,744.398	1 Ea	$5,744.40
Duplex Sump Pumps: SP-2, Detention Tanks	11/01/2044	20y	20y	20y	$5,744.398	1 Ea	$5,744.40
DW Duplex Booster Pumps 250 GPM: DBP-1	11/01/2040	15y	16y	16y	$38,915.757	1 Ea	$38,915.76
DW Duplex Booster Pumps 250 GPM: DBP-2	11/01/2041	15y	17y	17y	$38,915.757	1 Ea	$38,915.76

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-1 - ERV-1-1	11/01/2046	20y	22y	22y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-10 - ERV-R-1	11/01/2047	20y	23y	23y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-11 - ERV-R-2	11/01/2048	20y	24y	24y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-12 - ERV-R-3	11/01/2048	20y	24y	24y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-3 - ERV-2-1	11/01/2046	20y	22y	22y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-4 - ERV-2-2	11/01/2046	20y	22y	22y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-5 - ERV-2-3	11/01/2046	20y	22y	22y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 6- ton: DXC-6 - ERV-2-4	11/01/2047	20y	23y	23y	$3,048.401	1 Ea	$3,048.40
ERU - Direct Expansion Cooling/Heating Coil - 8- ton: DXC-16 - ERV-R-7	11/01/2044	20y	20y	20y	$3,739.156	1 Ea	$3,739.16
ERU - Direct Expansion Cooling/Heating Coil - 9- ton: DXC-13 - ERV-R-4	11/01/2044	20y	20y	20y	$4,207.226	1 Ea	$4,207.23
ERU, 1,000 max CFM: ERV-SC-1	11/01/2048	20y	24y	24y	$10,589.734	1 Ea	$10,589.73
ERU, 2,000 max CFM: ERV-1-1 - 1st Floor MER	11/01/2044	20y	20y	20y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-2-1 - 2nd Floor MER	11/01/2044	20y	20y	20y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-2-2 - 2nd Floor MER	11/01/2044	20y	20y	20y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-2-3 - 2nd Floor MER	11/01/2045	20y	21y	21y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-2-4 - 2nd Floor MER	11/01/2045	20y	21y	21y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-R-1 - Roof	11/01/2046	20y	22y	22y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-R-2 - Roof	11/01/2046	20y	22y	22y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-R-3 - Roof	11/01/2046	20y	22y	22y	$12,480.046	1 Ea	$12,480.05
ERU, 2,000 max CFM: ERV-R-4 - Roof	11/01/2047	20y	23y	23y	$12,480.046	1 Ea	$12,480.05
Fan, Inline Exhaust - 1000 CFM: KXF-2-1	11/01/2045	20y	21y	21y	$2,783.558	1 Ea	$2,783.56
Fan, Inline Exhaust - 1300 CFM: KXF-2-4	11/01/2045	20y	21y	21y	$2,897.062	1 Ea	$2,897.06
Fan, Inline Exhaust - 1800 CFM: KXF-2-2	11/01/2046	20y	22y	22y	$3,015.971	1 Ea	$3,015.97
Fan, Inline Exhaust - 1800 CFM: KXF-2-3	11/01/2047	20y	23y	23y	$3,015.971	1 Ea	$3,015.97
Fan, Inline Exhaust - 3500 CFM: KXF-1-1	11/01/2047	20y	23y	23y	$5,475.231	1 Ea	$5,475.23
Fan, Inline Exhaust - 5000 CFM: GXF-1-1	11/01/2048	20y	24y	24y	$6,053.562	1 Ea	$6,053.56
Fans, Utility Set, Belt Drive, 1/2 H.P.: KXF-R-2	11/01/2046	20y	22y	22y	$3,707.807	1 Ea	$3,707.81
Fans, Utility Set, Belt Drive, 1/3 H.P.: KXF-R-3	11/01/2045	20y	21y	21y	$3,588.898	1 Ea	$3,588.90

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-1	11/01/2044	20y	20y	20y	$2,778.153	1 Ea	$2,778.15
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-4	11/01/2045	20y	21y	21y	$2,778.153	1 Ea	$2,778.15
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-5	11/01/2046	20y	22y	22y	$2,778.153	1 Ea	$2,778.15
Fans, Utility Set, Belt Drive, 1/4 H.P.: KXF-R-6	11/01/2047	20y	23y	23y	$2,778.153	1 Ea	$2,778.15
Fans, Utility Set, Belt Drive, 5 H.P.: EF-R-1	11/01/2045	20y	21y	21y	$8,891.17	1 Ea	$8,891.17
Fire Pump/Jockey Pump - 500 GPM: FP-1/JP-1	11/01/2048	20y	24y	24y	$36,570.002	1 Ea	$36,570.00
Gas Booster Pump: GB-1, Residential Cooking	11/01/2039	15y	15y	15y	$2,594.384	1 Ea	$2,594.38
Gas Booster Pump: GB-2, Generator	11/01/2039	15y	15y	15y	$2,594.384	1 Ea	$2,594.38
Generator, gas, 125 kW: GEN-1	11/01/2049	25y	25y	25y	$60,604.806	1 Ea	$60,604.81
Generator, gas, 125 kW: GEN-1 Mobilization Costs (Allowance for Generator Removal/Installation)	11/01/2049	25y	25y	25y	$60,604.806	4.46 Ea	$270,297.43
Hot Water Circulation Pump: HWC-1	11/01/2039	15y	15y	15y	$2,702.483	1 Ea	$2,702.48
Hot Water Circulation Pump: HWC-2	11/01/2039	15y	15y	15y	$2,702.483	1 Ea	$2,702.48
RTU, Single Zone, 50 ton: MAU-1, Corridor Supply	11/01/2046	20y	22y	22y	$124,394.219	1 Ea	$124,394.22
Sump Pump, Elevator: ESP-1	11/01/2044	20y	20y	20y	$2,107.937	1 Ea	$2,107.94
Sump Pump, Elevator: ESP-2	11/01/2045	20y	21y	21y	$2,107.937	1 Ea	$2,107.94
Sump Pump, Elevator: ESP-3	11/01/2047	20y	23y	23y	$2,107.937	1 Ea	$2,107.94
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Employee Breakroom and Mechanical Rooms)	11/01/2044	20y	20y	20y	$3,178.12	1 Ea	$3,178.12
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Makers Studio)	11/01/2045	20y	21y	21y	$3,178.12	1 Ea	$3,178.12
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Super's Office)	11/01/2046	20y	22y	22y	$3,178.12	1 Ea	$3,178.12
VRF Fan Coil Unit - 1-Ton: ACU-H-C - (Tenant Storage)	11/01/2047	20y	23y	23y	$3,178.12	2 Ea	$6,356.24
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Courtyard vestibule)	11/01/2044	20y	20y	20y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Game Room)	11/01/2044	20y	20y	20y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Game Room)	11/01/2045	20y	21y	21y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Music room)	11/01/2045	20y	21y	21y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Pilates Room)	11/01/2046	20y	22y	22y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Studio)	11/01/2046	20y	22y	22y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (VR Room)	11/01/2047	20y	23y	23y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 1.5-Ton: ACU-H-D - (Yoga room)	11/01/2047	20y	23y	23y	$3,259.195	1 Ea	$3,259.20

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
VRF Fan Coil Unit - 1.5-Ton: ACU-H-F - (Package room)	11/01/2047	20y	23y	23y	$3,259.195	1 Ea	$3,259.20
VRF Fan Coil Unit - 2.5-Ton: ACU-H-F - (Co-working space)	11/01/2044	20y	20y	20y	$4,042.915	1 Ea	$4,042.92
VRF Fan Coil Unit - 2.5-Ton: ACU-H-F - (Guest Waiting)	11/01/2045	20y	21y	21y	$4,042.915	1 Ea	$4,042.92
VRF Fan Coil Unit - 3-Ton: ACU-H-G - (Children's playroom)	11/01/2045	20y	21y	21y	$4,269.923	1 Ea	$4,269.92
VRF Fan Coil Unit - 3-Ton: ACU-H-G - (Fitness Room)	11/01/2046	20y	22y	22y	$4,269.923	4 Ea	$17,079.69
VRF Fan Coil Unit - 3-Ton: ACU-H-G - (Sports court)	11/01/2047	20y	23y	23y	$4,269.923	1 Ea	$4,269.92
VRF Fan Coil Unit - 3.5-Ton: ACU-H-H - (Lobby)	11/01/2044	20y	20y	20y	$4,432.072	1 Ea	$4,432.07
VRF Fan Coil Unit - 3.5-Ton: ACU-H-H - (Pantry)	11/01/2045	20y	21y	21y	$4,432.072	1 Ea	$4,432.07
VRF Outdoor Heat Pump - 2-Ton: ACCU-EMR	11/01/2045	20y	21y	21y	$8,107.449	1 Ea	$8,107.45
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-15	11/01/2046	20y	22y	22y	$43,239.73	1 Ea	$43,239.73
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-15A	11/01/2047	20y	23y	23y	$43,239.73	1 Ea	$43,239.73
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-28	11/01/2048	20y	24y	24y	$43,239.73	1 Ea	$43,239.73
VRF Outdoor Heat Pump - 8-Ton: ACCU-R-5A	11/01/2045	20y	21y	21y	$43,239.73	1 Ea	$43,239.73
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-1	11/01/2044	20y	20y	20y	$46,666.479	1 Ea	$46,666.48
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-13	11/01/2045	20y	21y	21y	$46,666.479	1 Ea	$46,666.48
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-13A	11/01/2046	20y	22y	22y	$46,666.479	1 Ea	$46,666.48
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-27A	11/01/2047	20y	23y	23y	$46,666.479	1 Ea	$46,666.48
VRF Outdoor Heat Pump - 10-Ton: ACCU-R-5	11/01/2048	20y	24y	24y	$46,666.479	1 Ea	$46,666.48
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-10	11/01/2044	20y	20y	20y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-10A	11/01/2044	20y	20y	20y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-11	11/01/2045	20y	21y	21y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-11A	11/01/2045	20y	21y	21y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-18	11/01/2046	20y	22y	22y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-18A	11/01/2046	20y	22y	22y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-26	11/01/2047	20y	23y	23y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-27	11/01/2047	20y	23y	23y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-3	11/01/2048	20y	24y	24y	$50,104.038	1 Ea	$50,104.04
VRF Outdoor Heat Pump - 12-Ton: ACCU-R-6	11/01/2048	20y	24y	24y	$50,104.038	1 Ea	$50,104.04

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-17	11/01/2044	20y	20y	20y	$54,676.639	1 Ea	$54,676.64
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-21	11/01/2045	20y	21y	21y	$54,676.639	1 Ea	$54,676.64
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-22	11/01/2046	20y	22y	22y	$54,676.639	1 Ea	$54,676.64
VRF Outdoor Heat Pump - 14-Ton: ACCU-R-8	11/01/2047	20y	23y	23y	$54,676.639	1 Ea	$54,676.64
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-12	11/01/2044	20y	20y	20y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-14	11/01/2044	20y	20y	20y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-16	11/01/2044	20y	20y	20y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-19	11/01/2044	20y	20y	20y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-2	11/01/2045	20y	21y	21y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-20	11/01/2045	20y	21y	21y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-23	11/01/2045	20y	21y	21y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-24	11/01/2046	20y	22y	22y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-25	11/01/2046	20y	22y	22y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-29	11/01/2046	20y	22y	22y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-30	11/01/2046	20y	22y	22y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-31	11/01/2046	20y	22y	22y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-4	11/01/2048	20y	24y	24y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-7	11/01/2048	20y	24y	24y	$56,968.345	1 Ea	$56,968.34
VRF Outdoor Heat Pump - 16-Ton: ACCU-R-9	11/01/2048	20y	24y	24y	$56,968.345	1 Ea	$56,968.34
							$3,305,728.31
Other							
Fire Alarm Panel	11/01/2039	15y	15y	15y	$13,208.657	1 Ea	$13,208.66
Fire Alarm System	11/01/2039	15y	15y	15y	$432.397	131 U	$56,644.01
							$69,852.67

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Component Detail

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1-3 kw electric heater

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	11/01/2024
Cost Per Ea:	$1,250.00
Total Quantity:	4 Ea
Total Current Cost:	$5,000.00
Inflation Rate:	2.63%
Total Expenditures:	$7,380.48

80 gal Elec Water Heater

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Water Heater
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	12yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$8,680.00
Total Quantity:	2 Ea
Total Current Cost:	$18,766.04
Inflation Rate:	2.63%
Total Expenditures:	$65,525.56

Boiler, fire tube, 1,060 MBH, 30 H.P.

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Boiler
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	40yr
Remaining Useful Life:	40yr
Next Activity Date:	11/01/2064

Financial Data

Estimate Date:	04/01/2022
Cost Per Ea:	$75,000.00
Total Quantity:	3 Ea
Total Current Cost:	$236,990.64
Inflation Rate:	2.63%
Total Expenditures:	$0.00

Branch Controller - 2 Branches

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	24yr
Next Activity Date:	11/01/2048

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$4,500.00
Total Quantity:	2 Ea
Total Current Cost:	$9,728.94
Inflation Rate:	2.63%
Total Expenditures:	$18,140.51

Branch Controller - 3 Branches

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	24yr
Next Activity Date:	11/01/2048

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$5,100.00
Total Quantity:	7 Ea
Total Current Cost:	$38,591.46
Inflation Rate:	2.63%
Total Expenditures:	$71,957.34

Branch Controller - 4 Branches

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	21yr
Next Activity Date:	11/01/2045

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$5,700.00
Total Quantity:	2 Ea
Total Current Cost:	$12,323.32
Inflation Rate:	2.63%
Total Expenditures:	$21,256.35

Branch Controller - 6 Branches

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	24yr
Next Activity Date:	11/01/2048

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$6,900.00
Total Quantity:	6 Ea
Total Current Cost:	$44,753.12
Inflation Rate:	2.63%
Total Expenditures:	$83,446.34

Building Management System

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Mechanical
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$50,000.00
Total Quantity:	1 LS
Total Current Cost:	$54,049.66
Inflation Rate:	2.63%
Total Expenditures:	$79,782.55

Business Center FF&E

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$10,000.00
Total Quantity:	1 LS
Total Current Cost:	$10,809.93
Inflation Rate:	2.63%
Total Expenditures:	$15,956.51

Carpet

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	8yr
Remaining Useful Life:	10yr
Next Activity Date:	11/01/2034

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$8.50
Total Quantity:	3,901.40 SF
Total Current Cost:	$35,846.06
Inflation Rate:	2.63%
Total Expenditures:	$173,513.55

Ceramic and/or Porcelain Tile Flooring

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$20.00
Total Quantity:	512 SF
Total Current Cost:	$11,069.44
Inflation Rate:	2.63%
Total Expenditures:	$18,604.03

Ceramic and/or Porcelain Tile Flooring (BOH)

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	23yr
Next Activity Date:	11/01/2047

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$8.00
Total Quantity:	1,328 SF
Total Current Cost:	$11,484.54
Inflation Rate:	2.63%
Total Expenditures:	$20,865.54

Children's Room FF&E

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	10yr
Remaining Useful Life:	13yr
Next Activity Date:	11/01/2037

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$40.00
Total Quantity:	888 SF
Total Current Cost:	$38,397.12
Inflation Rate:	2.63%
Total Expenditures:	$123,570.53

Common Area Restroom

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	17yr
Next Activity Date:	11/01/2041

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$4,500.00
Total Quantity:	7 Ea
Total Current Cost:	$34,051.29
Inflation Rate:	2.63%
Total Expenditures:	$52,390.64

Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT)

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Comments/Notes

Pricing based on the following finishes: carpeted flooring (@ $8.50/SF), wall coverings (@ $6.00/SF), & painted ceilings (@ $1.26/SF).

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	10yr
Remaining Useful Life:	14yr
Next Activity Date:	11/01/2038

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$38.18
Total Quantity:	14,023 SF
Total Current Cost:	$578,757.25
Inflation Rate:	2.63%
Total Expenditures:	$1,831,161.73

Courtyard Furnishings

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	10yr
Remaining Useful Life:	12yr
Next Activity Date:	11/01/2036

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$10,000.00
Total Quantity:	2 LS
Total Current Cost:	$21,619.86
Inflation Rate:	2.63%
Total Expenditures:	$68,686.06

Courtyard Landscaping

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	10yr
Remaining Useful Life:	12yr
Next Activity Date:	11/01/2036

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$15,000.00
Total Quantity:	2 LS
Total Current Cost:	$32,429.80
Inflation Rate:	2.63%
Total Expenditures:	$103,029.10

Dining Room FF&E

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	19yr
Next Activity Date:	11/01/2043

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$10,000.00
Total Quantity:	1 LS
Total Current Cost:	$10,809.93
Inflation Rate:	2.63%
Total Expenditures:	$17,702.53

Duplex Sewage Ejector Pump

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Pumps
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	30yr
Remaining Useful Life:	30yr
Next Activity Date:	11/01/2054

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$4,784.00
Total Quantity:	1 Ea
Total Current Cost:	$5,171.47
Inflation Rate:	2.63%
Total Expenditures:	$0.00

Duplex Sump Pumps

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Pumps
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$5,314.00
Total Quantity:	2 Ea
Total Current Cost:	$11,488.80
Inflation Rate:	2.63%
Total Expenditures:	$19,309.06

DW Duplex Booster Pumps 250 GPM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Pumps
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	16yr
Next Activity Date:	11/01/2040

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$36,000.00
Total Quantity:	2 Ea
Total Current Cost:	$77,831.52
Inflation Rate:	2.63%
Total Expenditures:	$119,458.90

Elevator, Hydraulic - Cab Doors

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Comments/Notes

Commonly referenced components: Door Operator, Door Reopening Device

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	25yr
Remaining Useful Life:	26yr
Next Activity Date:	11/01/2050

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$4,500.00
Total Quantity:	1 Ea
Total Current Cost:	$4,864.47
Inflation Rate:	2.63%
Total Expenditures:	$9,553.62

Elevator, Hydraulic - Cabs - Refurbish

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Comments/Notes

Commonly referenced components: Intercom, Car Stop Inspection Station

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	23yr
Next Activity Date:	11/01/2047

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$11,500.00
Total Quantity:	1 Ea
Total Current Cost:	$12,431.42
Inflation Rate:	2.63%
Total Expenditures:	$22,585.54

Elevator, Hydraulic - Rebuild - Main Hydraulic Ram & Pump Assembly

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	25yr
Remaining Useful Life:	27yr
Next Activity Date:	11/01/2051

Financial Data

Estimate Date:	01/01/2023
Cost Per Ea:	$65,000.00
Total Quantity:	1 Ea
Total Current Cost:	$66,709.50
Inflation Rate:	2.63%
Total Expenditures:	$134,460.45

Elevator, Hydraulic - Shaftway Doors

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Comments/Notes

Commonly referenced components: Hoist Way Door Interlocks, Hoist Way Rixon Door Closures

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	25yr
Remaining Useful Life:	26yr
Next Activity Date:	11/01/2050

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$3,560.00
Total Quantity:	3 Ea
Total Current Cost:	$11,545.01
Inflation Rate:	2.63%
Total Expenditures:	$22,673.93

Elevator, Traction - Cable Upgrades

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Comments/Notes

Commonly referenced components: Main Ropes, Governor Tension Rope

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	25yr
Remaining Useful Life:	25yr
Next Activity Date:	11/01/2049

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$18,000.00
Total Quantity:	3 LS
Total Current Cost:	$58,373.64
Inflation Rate:	2.63%
Total Expenditures:	$114,669.22

Elevator, Traction - Controller & Controller Support

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Comments/Notes

Commonly referenced components: Controller, Leveling Control System, Hoistway Wiring, Hatchway Limits, Traveling Cables, Various Stop Switches, Hoistway Limits, Car Push Button Station, Hall Stations.

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	45yr
Next Activity Date:	11/01/2069

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$25,350.00
Total Quantity:	3 Ea
Total Current Cost:	$82,209.54
Inflation Rate:	2.63%
Total Expenditures:	$0.00

Elevator, Traction - Machinery Upgrades

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Comments/Notes

Commonly referenced components: Machinery, Machine Break, Overhead Sheave, Overhead Steel, Elevator Machine Beam, Counterweight Frame, Hoist Motor, Guide Shoes

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	30yr
Remaining Useful Life:	55yr
Next Activity Date:	11/01/2079

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$175,000.00
Total Quantity:	3 LS
Total Current Cost:	$567,521.46
Inflation Rate:	2.63%
Total Expenditures:	$0.00

Elevator, Traction - Modernization

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Comments/Notes

Alternative to full controller and machinery replacement. Corresponding costs for Elevator Controller & Controller Support, and Elevator Machinery Upgrades pushed out to next cycle replacement dates

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	N/A
Remaining Useful Life:	N/A
Next Activity Date:	01/01/2049

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$125,000.00
Total Quantity:	3 Ea
Total Current Cost:	$405,372.48
Inflation Rate:	2.63%
Total Expenditures:	$796,314.02

Elevator, Traction- Cab Doors

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Comments/Notes

Commonly referenced components: Door Operator, Door Reopening Device

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	25yr
Remaining Useful Life:	25yr
Next Activity Date:	11/01/2049

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$4,500.00
Total Quantity:	3 Ea
Total Current Cost:	$14,593.41
Inflation Rate:	2.63%
Total Expenditures:	$28,667.30

Elevator, Traction- Cabs - Refurbish

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Comments/Notes

Commonly referenced components: Intercom, Car Stop Inspection Station

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$11,500.00
Total Quantity:	3 Ea
Total Current Cost:	$37,294.26
Inflation Rate:	2.63%
Total Expenditures:	$64,342.89

Elevator, Traction- Shaftway Doors

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Comments/Notes

Commonly referenced components: Hoist Way Door Interlocks, Hoist Way Rixon Door Closures

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	25yr
Remaining Useful Life:	25yr
Next Activity Date:	11/01/2049

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$3,560.00
Total Quantity:	51 Ea
Total Current Cost:	$196,265.13
Inflation Rate:	2.63%
Total Expenditures:	$385,543.38

ERU - Direct Expansion Cooling/Heating Coil - 6- ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fan Coil
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	22yr
Next Activity Date:	11/01/2046

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$2,820.00
Total Quantity:	8 Ea
Total Current Cost:	$24,387.20
Inflation Rate:	2.63%
Total Expenditures:	$44,030.54

ERU - Direct Expansion Cooling/Heating Coil - 8- ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fan Coil
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$3,459.00
Total Quantity:	1 Ea
Total Current Cost:	$3,739.16
Inflation Rate:	2.63%
Total Expenditures:	$6,284.35

ERU - Direct Expansion Cooling/Heating Coil - 9- ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fan Coil
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$3,892.00
Total Quantity:	1 Ea
Total Current Cost:	$4,207.23
Inflation Rate:	2.63%
Total Expenditures:	$7,071.03

ERU, 1,000 max CFM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	ERU
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	24yr
Next Activity Date:	11/01/2048

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$9,796.30
Total Quantity:	1 Ea
Total Current Cost:	$10,589.73
Inflation Rate:	2.63%
Total Expenditures:	$19,745.54

ERU, 2,000 max CFM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	ERU
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$11,544.98
Total Quantity:	9 Ea
Total Current Cost:	$112,320.45
Inflation Rate:	2.63%
Total Expenditures:	$194,930.85

Exterior Caulking and Sealants

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Building Exterior
Category:	Façade
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per LF:	$2.25
Total Quantity:	13,869 LF
Total Current Cost:	$33,729.41
Inflation Rate:	2.63%
Total Expenditures:	$49,789.71

Exterior Door, Garage Door

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Doors
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$9,500.00
Total Quantity:	1 Ea
Total Current Cost:	$10,269.44
Inflation Rate:	2.63%
Total Expenditures:	$17,259.70

Exterior Door, Glass Entrance Door (double panel)

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Doors
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	25yr
Remaining Useful Life:	25yr
Next Activity Date:	11/01/2049

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$8,000.00
Total Quantity:	10 Ea
Total Current Cost:	$86,479.46
Inflation Rate:	2.63%
Total Expenditures:	$170,804.81

Exterior Door, Glass Entrance Door (single panel)

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Doors
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	25yr
Remaining Useful Life:	28yr
Next Activity Date:	11/01/2052

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$6,200.00
Total Quantity:	9 LS
Total Current Cost:	$60,319.43
Inflation Rate:	2.63%
Total Expenditures:	$119,548.28

Exterior Door, Service, Fire Rated

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Doors
Condition:	Unknown

Comments/Notes

Pricing consistent with new door panel - excludes new frame.

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	25yr
Remaining Useful Life:	27yr
Next Activity Date:	11/01/2051

Financial Data

Estimate Date:	01/01/2022
Cost Per Ea:	$3,210.00
Total Quantity:	6 Ea
Total Current Cost:	$20,286.40
Inflation Rate:	2.63%
Total Expenditures:	$40,195.41

Façade Repairs (Allowance)

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Building Exterior
Category:	Façade
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$150,000.00
Total Quantity:	1 LS
Total Current Cost:	$162,148.99
Inflation Rate:	2.63%
Total Expenditures:	$239,347.66

Fan, Inline Exhaust - 1000 CFM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fans
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	21yr
Next Activity Date:	11/01/2045

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$2,575.00
Total Quantity:	1 Ea
Total Current Cost:	$2,783.56
Inflation Rate:	2.63%
Total Expenditures:	$4,801.33

Fan, Inline Exhaust - 1300 CFM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fans
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	21yr
Next Activity Date:	11/01/2045

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$2,680.00
Total Quantity:	1 Ea
Total Current Cost:	$2,897.06
Inflation Rate:	2.63%
Total Expenditures:	$4,997.11

Fan, Inline Exhaust - 1800 CFM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fans
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	22yr
Next Activity Date:	11/01/2046

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$2,790.00
Total Quantity:	2 Ea
Total Current Cost:	$6,031.94
Inflation Rate:	2.63%
Total Expenditures:	$10,818.48

Fan, Inline Exhaust - 3500 CFM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fans
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	23yr
Next Activity Date:	11/01/2047

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$5,065.00
Total Quantity:	1 Ea
Total Current Cost:	$5,475.23
Inflation Rate:	2.63%
Total Expenditures:	$9,947.46

Fan, Inline Exhaust - 5000 CFM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fans
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	24yr
Next Activity Date:	11/01/2048

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$5,600.00
Total Quantity:	1 Ea
Total Current Cost:	$6,053.56
Inflation Rate:	2.63%
Total Expenditures:	$11,287.42

Fans, Utility Set, Belt Drive, 1/2 H.P.

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fans
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	22yr
Next Activity Date:	11/01/2046

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$3,430.00
Total Quantity:	1 Ea
Total Current Cost:	$3,707.81
Inflation Rate:	2.63%
Total Expenditures:	$6,563.76

Fans, Utility Set, Belt Drive, 1/3 H.P.

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fans
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	21yr
Next Activity Date:	11/01/2045

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$3,320.00
Total Quantity:	1 Ea
Total Current Cost:	$3,588.90
Inflation Rate:	2.63%
Total Expenditures:	$6,190.45

Fans, Utility Set, Belt Drive, 1/4 H.P.

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fans
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$2,570.00
Total Quantity:	4 Ea
Total Current Cost:	$11,112.60
Inflation Rate:	2.63%
Total Expenditures:	$19,426.61

Fans, Utility Set, Belt Drive, 5 H.P.

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Fans
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	21yr
Next Activity Date:	11/01/2045

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$8,225.00
Total Quantity:	1 Ea
Total Current Cost:	$8,891.17
Inflation Rate:	2.63%
Total Expenditures:	$15,336.27

Fire Alarm Panel

Basic Info

Type of Cost:	Replacement
Location:	Other
Category:	Safety
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$12,219.00
Total Quantity:	1 Ea
Total Current Cost:	$13,208.66
Inflation Rate:	2.63%
Total Expenditures:	$19,497.26

Fire Alarm System

Basic Info

Type of Cost:	Replacement
Location:	Other
Category:	Safety
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per U:	$400.00
Total Quantity:	131 U
Total Current Cost:	$56,644.01
Inflation Rate:	2.63%
Total Expenditures:	$83,612.06

Fire Pump/Jockey Pump - 500 GPM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Safety
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	24yr
Next Activity Date:	11/01/2048

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$33,830.00
Total Quantity:	1 Ea
Total Current Cost:	$36,570.00
Inflation Rate:	2.63%
Total Expenditures:	$68,188.14

Fitness Equipment - Cardio

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	17yr
Next Activity Date:	11/01/2041

Financial Data

Estimate Date:	01/01/2021
Cost Per PC:	$5,000.00
Total Quantity:	14 PC
Total Current Cost:	$75,669.52
Inflation Rate:	2.63%
Total Expenditures:	$117,648.01

Fitness Equipment - Strength

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	19yr
Next Activity Date:	11/01/2043

Financial Data

Estimate Date:	01/01/2021
Cost Per PC:	$3,000.00
Total Quantity:	14 PC
Total Current Cost:	$45,401.72
Inflation Rate:	2.63%
Total Expenditures:	$74,350.61

Game Room FF&E

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	10yr
Remaining Useful Life:	24yr
Next Activity Date:	11/01/2048

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$42.00
Total Quantity:	1,246 SF
Total Current Cost:	$56,570.89
Inflation Rate:	2.63%
Total Expenditures:	$105,481.38

Gas Booster Pump

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$2,400.00
Total Quantity:	2 Ea
Total Current Cost:	$5,188.76
Inflation Rate:	2.63%
Total Expenditures:	$7,659.12

Generator, gas, 125 kW

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Generator
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	25yr
Remaining Useful Life:	25yr
Next Activity Date:	11/01/2049

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$56,064.00
Total Quantity:	5.46 Ea
Total Current Cost:	$330,902.24
Inflation Rate:	2.63%
Total Expenditures:	$633,224.82

Golf Simulator Equipment

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	10yr
Remaining Useful Life:	14yr
Next Activity Date:	11/01/2038

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$60,000.00
Total Quantity:	1 LS
Total Current Cost:	$64,859.60
Inflation Rate:	2.63%
Total Expenditures:	$214,222.35

Hot Water Circulation Pump

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Pumps
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$2,500.00
Total Quantity:	2 Ea
Total Current Cost:	$5,404.96
Inflation Rate:	2.63%
Total Expenditures:	$7,978.26

Hydraulic Vehicle Elevator

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Unknown

Comments/Notes

Available online information indicates replacement cost of $75,000 added $50,000 for removal and installation costs

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	30yr
Remaining Useful Life:	30yr
Next Activity Date:	11/01/2054

Financial Data

Estimate Date:	01/01/2023
Cost Per Ea:	$125,000.00
Total Quantity:	1 Ea
Total Current Cost:	$128,287.50
Inflation Rate:	2.63%
Total Expenditures:	$0.00

IRMA W/ Pavers

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Roof
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	21yr
Next Activity Date:	11/01/2045

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$35.00
Total Quantity:	9,720 SF
Total Current Cost:	$367,756.21
Inflation Rate:	2.63%
Total Expenditures:	$655,162.38

Lobby FF&E

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	12yr
Remaining Useful Life:	12yr
Next Activity Date:	11/01/2036

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$20.00
Total Quantity:	1,680 SF
Total Current Cost:	$36,321.60
Inflation Rate:	2.63%
Total Expenditures:	$117,321.12

Lounge Bar FF&E

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$45.00
Total Quantity:	337 SF
Total Current Cost:	$16,393.36
Inflation Rate:	2.63%
Total Expenditures:	$24,198.28

Mailboxes

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	23yr
Next Activity Date:	11/01/2047

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$75.00
Total Quantity:	131 Ea
Total Current Cost:	$10,620.69
Inflation Rate:	2.63%
Total Expenditures:	$19,295.78

Maintain Flashings and Sealants at Parapets/Roof Edges

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Building Exterior
Category:	Roof
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	10yr
Remaining Useful Life:	11yr
Next Activity Date:	11/01/2035

Financial Data

Estimate Date:	01/01/2021
Cost Per LF:	$15.00
Total Quantity:	1,084 LF
Total Current Cost:	$17,577.07
Inflation Rate:	2.63%
Total Expenditures:	$53,561.39

Maker's Studio FF&E

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$10,000.00
Total Quantity:	1 LS
Total Current Cost:	$10,809.93
Inflation Rate:	2.63%
Total Expenditures:	$15,956.51

Mobile Telephone Intercom System

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$10,000.00
Total Quantity:	1 Ea
Total Current Cost:	$10,809.93
Inflation Rate:	2.63%
Total Expenditures:	$15,956.51

Multi-ply Modified Bit Roof Surface

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Roof
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$19.00
Total Quantity:	8,165 SF
Total Current Cost:	$167,700.94
Inflation Rate:	2.63%
Total Expenditures:	$281,855.80

Music Room FF&E

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$10,000.00
Total Quantity:	1 LS
Total Current Cost:	$10,809.93
Inflation Rate:	2.63%
Total Expenditures:	$15,956.51

Paint Stairs and Railings

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	10yr
Remaining Useful Life:	12yr
Next Activity Date:	11/01/2036

Financial Data

Estimate Date:	01/01/2021
Cost Per Flr:	$850.00
Total Quantity:	42 Flr
Total Current Cost:	$38,591.45
Inflation Rate:	2.63%
Total Expenditures:	$123,298.53

Paint Walls and/or Ceiling

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	7yr
Remaining Useful Life:	9yr
Next Activity Date:	11/01/2033

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$1.26
Total Quantity:	6,712 SF
Total Current Cost:	$9,141.74
Inflation Rate:	2.63%
Total Expenditures:	$47,799.75

Paint Walls and/or Ceiling (BoH)

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	10yr
Remaining Useful Life:	10yr
Next Activity Date:	11/01/2034

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$0.85
Total Quantity:	29,495 SF
Total Current Cost:	$27,105.90
Inflation Rate:	2.63%
Total Expenditures:	$80,698.33

RTU, Single Zone, 50 ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	RTU
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	22yr
Next Activity Date:	11/01/2046

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$115,074.00
Total Quantity:	1 Ea
Total Current Cost:	$124,394.22
Inflation Rate:	2.63%
Total Expenditures:	$220,209.19

Rubber Tile Floor

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	19yr
Next Activity Date:	11/01/2043

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$8.00
Total Quantity:	3,077 SF
Total Current Cost:	$26,609.90
Inflation Rate:	2.63%
Total Expenditures:	$43,576.47

Seal Concrete Floor

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$1.20
Total Quantity:	4,712 SF
Total Current Cost:	$6,111.46
Inflation Rate:	2.63%
Total Expenditures:	$9,018.77

Security Camera System

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per :	$500.00
Total Quantity:	20
Total Current Cost:	$10,809.94
Inflation Rate:	2.63%
Total Expenditures:	$15,956.52

Skylights

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Roof
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$1,500.00
Total Quantity:	1 Ea
Total Current Cost:	$1,621.49
Inflation Rate:	2.63%
Total Expenditures:	$2,725.22

Sport Court Flooring - Wood

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	25yr
Remaining Useful Life:	25yr
Next Activity Date:	11/01/2049

Financial Data

Estimate Date:	01/01/2023
Cost Per SF:	$17.00
Total Quantity:	607 SF
Total Current Cost:	$10,590.33
Inflation Rate:	2.63%
Total Expenditures:	$20,265.91

Sport Court Wall Padding - 2' x 4'

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2023
Cost Per LF:	$38.50
Total Quantity:	60 LF
Total Current Cost:	$2,370.78
Inflation Rate:	2.63%
Total Expenditures:	$3,499.50

Staff Locker Rooms

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	15yr
Remaining Useful Life:	15yr
Next Activity Date:	11/01/2039

Financial Data

Estimate Date:	01/01/2021
Cost Per LS:	$7,500.00
Total Quantity:	1 LS
Total Current Cost:	$8,107.45
Inflation Rate:	2.63%
Total Expenditures:	$11,967.38

Sump Pump, Elevator

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	Pumps
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$1,950.00
Total Quantity:	3 Ea
Total Current Cost:	$6,323.82
Inflation Rate:	2.63%
Total Expenditures:	$11,008.46

Trash Compactor - Small

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$8,900.00
Total Quantity:	1 Ea
Total Current Cost:	$9,620.84
Inflation Rate:	2.63%
Total Expenditures:	$16,169.61

Vinyl Tile Flooring

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$8.00
Total Quantity:	347 SF
Total Current Cost:	$3,000.86
Inflation Rate:	2.63%
Total Expenditures:	$5,043.64

VRF Fan Coil Unit - 1-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$2,940.00
Total Quantity:	5 Ea
Total Current Cost:	$15,890.60
Inflation Rate:	2.63%
Total Expenditures:	$27,997.48

VRF Fan Coil Unit - 1.5-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$3,015.00
Total Quantity:	9 Ea
Total Current Cost:	$29,332.80
Inflation Rate:	2.63%
Total Expenditures:	$51,502.08

VRF Fan Coil Unit - 2.5-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$3,740.00
Total Quantity:	2 Ea
Total Current Cost:	$8,085.84
Inflation Rate:	2.63%
Total Expenditures:	$13,768.45

VRF Fan Coil Unit - 3-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	21yr
Next Activity Date:	11/01/2045

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$3,950.00
Total Quantity:	6 Ea
Total Current Cost:	$25,619.53
Inflation Rate:	2.63%
Total Expenditures:	$45,358.15

VRF Fan Coil Unit - 3.5-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$4,100.00
Total Quantity:	2 Ea
Total Current Cost:	$8,864.14
Inflation Rate:	2.63%
Total Expenditures:	$15,093.75

VRF Outdoor Heat Pump - 2-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	21yr
Next Activity Date:	11/01/2045

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$7,500.00
Total Quantity:	1 Ea
Total Current Cost:	$8,107.45
Inflation Rate:	2.63%
Total Expenditures:	$13,984.44

VRF Outdoor Heat Pump - 8-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	22yr
Next Activity Date:	11/01/2046

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$40,000.00
Total Quantity:	4 Ea
Total Current Cost:	$172,958.92
Inflation Rate:	2.63%
Total Expenditures:	$310,311.78

VRF Outdoor Heat Pump - 10-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$43,170.00
Total Quantity:	5 Ea
Total Current Cost:	$233,332.40
Inflation Rate:	2.63%
Total Expenditures:	$413,335.71

VRF Outdoor Heat Pump - 12-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$46,350.00
Total Quantity:	10 Ea
Total Current Cost:	$501,040.40
Inflation Rate:	2.63%
Total Expenditures:	$887,565.88

VRF Outdoor Heat Pump - 14-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$50,580.00
Total Quantity:	4 Ea
Total Current Cost:	$218,706.56
Inflation Rate:	2.63%
Total Expenditures:	$382,333.88

VRF Outdoor Heat Pump - 16-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	VRF/VRV
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$52,700.00
Total Quantity:	15 Ea
Total Current Cost:	$854,525.10
Inflation Rate:	2.63%
Total Expenditures:	$1,500,685.68

Wall Covering

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	10yr
Remaining Useful Life:	10yr
Next Activity Date:	11/01/2034

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$6.00
Total Quantity:	7,476 SF
Total Current Cost:	$48,489.33
Inflation Rate:	2.63%
Total Expenditures:	$150,263.56

Wide-Screen Television

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	10yr
Remaining Useful Life:	13yr
Next Activity Date:	11/01/2037

Financial Data

Estimate Date:	01/01/2021
Cost Per Ea:	$1,000.00
Total Quantity:	8 Ea
Total Current Cost:	$8,647.94
Inflation Rate:	2.63%
Total Expenditures:	$27,831.01

Windows - Recondition (per tenant unit)

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Building Exterior
Category:	Façade
Condition:	Unknown

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	N/A
Remaining Useful Life:	N/A
Next Activity Date:	01/01/2050

Financial Data

Estimate Date:	01/01/2021
Cost Per U:	$4,500.00
Total Quantity:	131 U
Total Current Cost:	$637,245.57
Inflation Rate:	2.63%
Total Expenditures:	$1,302,939.30

Wood Laminate Flooring

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Unknown

Useful Life

Last Activity Date:	11/01/2024
Est. Useful Life:	20yr
Remaining Useful Life:	20yr
Next Activity Date:	11/01/2044

Financial Data

Estimate Date:	01/01/2021
Cost Per SF:	$7.00
Total Quantity:	1,533.60 SF
Total Current Cost:	$11,604.76
Inflation Rate:	2.63%
Total Expenditures:	$20,488.15

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Qualifications

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Christopher M. Bevis, R.R.C.

SUMMARY

Building Science professional with over fifteen years of project management experience in architectural/ engineering design analysis for a large array of private architectural projects, specifications preparation, building information modeling analysis, cost estimates, and funding.

EDUCATION

B.S., Earth Science, University of South Dakota, 2002

A.S., Architectural Technology, Dakota County Technical College, 2007

PROFESSIONAL EXPERIENCE

Strategic Inspections, LLC

Director of Reserve Study Projects

01/2012 – Present

- Conduct quality control reviews of all reserve studies, property condition assessments, and transition studies.
- Conduct reserve studies, property condition assessments, and transition studies.
- Manage all internal and subcontract staff.
- Deliver final product to client as well as follow up with quality control calls.
- Consult on conference calls and meetings regarding the current reserve status of developments.
- Created internal Reserve Study guidelines and quality control systems.
- Performed over one hundred reserve studies on high profile developments for FHA and Fannie Mae reviews.
- Conducted quality control and reviews for all Reserve Study funding plans.
- Assisted with the development process and database for a proprietary system that provides clients Reserve Study predeterminations.

CEG Assessments, LLC

Director of Technical Operations & Reserve Study Projects – Mid West

1*0/2010 – 2021*

- Conduct reserve studies, property condition assessments, environmental site assessments, and transition studies.
- Design/Build Architectural plan review and Project Management
- Performed over one hundred reserve studies on high profile developments for FHA and Fannie Mae reviews.
- Conducted quality control and reviews for all Reserve Study funding plans.
- Assisted with the development process and database for a proprietary system that provides clients Reserve Study predeterminations

Station 19 Architects

Architectural Drafter

6*/2004* – 9*/2009*

- Completed both Design Development & Construction Document drawing sets for 50+ buildings.
- Coordinated with other project contractors on structural, mechanical, electrical, and civil documentation.
- Used mass modeling for initial Schematic Design concept and display delivery.
- Used BIM (Building Information Model) to create live wall & building sections, plan details, and 3D

VOLUME II

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ASBESTOS OPERATIONS AND MAINTENANCE (O&M) PLAN

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ASBESTOS OPERATIONS AND MAINTENANCE (O & M) PLAN

Prepared for:

720 WEA Ventures LLC
350 Park Avenue
New York, New York 10022



Prepared by:

Enviro-Pro
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February 15, 2024

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1.0 INTRODUCTION

The purpose of this Asbestos Operations and Maintenance (O&M) Program is to implement Practices and Procedures that safely maintain the existing Asbestos Containing Materials (ACM) at the 720 WEA Ventures LLC. property; located at, 720 West End Avenue, New York, NY 10022 (facility).

This program adopts guidelines from the United States Environmental Protection Agency (USEPA) "Managing Asbestos in Place - A Building Owner's Guide to an Operations and Maintenance Program for Asbestos Containing Materials", Occupational Safety and Health Administration (OSHA) regulations and local regulatory agency requirements. This manual is intended to provide the basis for the facility-specific implementation of the O&M program, based on existing asbestos investigations and laboratory analytical results for the facility.

All Asbestos Abatement work at the facility should be performed by a licensed Asbestos Abatement Contractor. All Asbestos Air Monitoring should be conducted by a licensed Asbestos Monitoring Consultant. At no time should the facility's maintenance and/or other personnel disturb, remove, enclose or encapsulate ACM.

This Asbestos O&M Program provides a detailed approach for controlling the disturbance of ACM. Moreover, it provides information to unlicensed personnel, whether it be a facility staff member or third-party contractor, whose duties may require them to work in close proximity to ACM.

1.1 Background of Asbestos

Asbestos is the common name for a group of naturally occurring mineral silicates, which are resistant to heat and chemicals. Due to its heat resistance, chemical resistance, durability and flexibility, Asbestos has been used in hundreds of different building and non-building related materials. During their commercial application, Asbestos minerals were found to be particularly useful as acoustical material, insulating agent, fireproofing, and strengthening additives for construction materials. While most uses of Asbestos have been banned, some Asbestos-Containing products remain on the market today. Typical uses of materials in buildings as well as other structures include: boiler/mechanical equipment insulation, architectural ceiling fixtures, ceiling fixtures, ceiling tile, floor tile, adhesives, textured paint, steam and water pipe insulation, electrical components and transite panels.

Health effects related to Asbestos exposure are mostly due to the inhalation of Asbestos fibers. Asbestos is a known carcinogen than can cause cancer in the lungs, larynx, trachea, and other parts of a body. Asbestosis and mesothelioma are also associated with Asbestos exposure. Asbestos diseases have a latency period ranging from 10 to 30 years after initial exposure.

1.2 Purpose of the Asbestos O&M Program

The purpose of this Asbestos Operations and Maintenance (O&M) Program is to implement Practices and Procedures that safely maintain the existing Asbestos Containing Materials (ACM) at the facility. As such, this Asbestos O&M shall serve as a guidance document to assist in the facility's compliance with OSHA Regulations 29 CFR 1926.1101 and 29 CFR 1910.1001. In addition, this plan shall serve as a means to implement a satisfactory approach to controlling the disturbance of ACM. This O&M Program is designed to:

This program addresses those procedures and practices required to safely perform activities, such as:

- Monitoring of the condition of ACM.
- Performing emergency asbestos abatement.
- Overseeing the disposal of asbestos waste.

Moreover, this program is also designed to:

- Inform the facility's management and maintenance staff regarding the presence of asbestos in the facility and of precautions to be taken to prevent potential exposures.
- Provide proper training to maintenance workers.
- Provide necessary equipment to maintenance staff. (Applicable if friable ACM is identified at the facility.)
- Provide proper notification to the facility's third-party subcontractors on the presence and location of identified ACM.
- Establish schedules for periodic consultant surveillance activities.
- Provide guidelines for response to potential fiber-release episodes.
- Organize the documentation of these activities in conformance with applicable regulations and guidelines.

1.3 Summary of O&M Program

The O&M program implemented by this facility is composed of the following elements:

- Maintenance Personnel and Employee training
- Addressing low, moderate, high and immediate hazards
- Normal maintenance activities
- Activities conducted by the facility's third-party subcontractors
- Minor fiber release episodes
- Major Fiber release episodes
- Monitoring the condition of ACM
- Proper disposal of asbestos wastes
- Record keeping and the provision of applicable information to the facility's management and maintenance staff

2.0 PARTICIPATION AND ROLE DEFINITION

The success of this O&M Program depends on the active participation of the facility's management, employees, maintenance personnel, and third-party subcontractors. Each person associated with the above-referenced entities should clearly know their role within the program. Participation and role definition for this O&M Program are as follows:

2.1 O&M Program Coordinator/Asbestos Program Manager

The director of this O&M Program or the O&M Program Coordinator shall be considered the Asbestos Program Manager (APM). The APM will implement the facility's O&M Program through the procurement of licensed Asbestos Abatement Contractors and licensed Asbestos Monitoring Consultants to perform all asbestos related activities at the facility. The APM for the facility, as designated by this document, shall be responsible for minimizing the risks caused by the presence of ACM within the facility through proper implementation and execution of the O&M Program.

Activities which involve the disturbance of ACM should be brought to the attention of the APM. Activities involving disturbance or potential disturbance to ACM should be documented by the APM immediately upon their occurrence.

All information regarding the identification of known or suspected ACM in an existing facility, or information relevant to a proposed new facility, must be maintained by and reported to the APM. The APM will provide for amendment, if necessary, of this O&M Program to reflect new information and to disseminate information to the appropriate parties.

In, addition, the APM is responsible for serving as the contact for outside contractors performing maintenance, repair, or renovation work at the building with regard to the locations and conditions of known ACM present within the facility. Further, the APM shall be the primary contact for employees and occupants that may have questions regarding ACM and/or the O&M Program.

The facility's APM shall maintain at a minimum, a New York State Department of Labor (NYCDOL) forty (24)-hour asbestos inspector license.

The APM for the facility has been designated as:

720 WEA Ventures LLC
350 Park Avenue
New York, New York 10022
Phone: To Be Determined
Email: To Be Determined

The Licensed Asbestos Monitoring Consultant for the facility has been designated as:

Yevgeniy Golubchik
Enviro-Pro UnLTD Corp. (Env-Pro)
264 West 40th Street, Suite 602,
New York, New York 10018
Phone: (212) 858-9449
Fax: (347) 824-2024

2.2 On-Site Management Personnel

On-site management should serve as a liaison between the maintenance personnel and the APM. The on-site managers should also assist engineering personnel with question or tasks related to ACM and immediately contract the APM, should a problem arise.

2.3 Engineering Personnel

Engineering personnel are the employees who perform engineering and maintenance work within the facility. As part of this O&M Program, the APM shall assure that all engineering personnel working within the facility complete at least a two (2)-hour Asbestos Awareness Training which includes recognition and handling of ACM. This is the most basic level of training, and is required for engineering, custodial, and maintenance employees working in a building containing ACM or Presumed Asbestos-Containing Materials (PACM).

As outlined above, all engineering personnel should notify the on-site management immediately if they discover, accidentally disturb or damage ACM or material they believe to be ACM (PACM).

2.4 Asbestos Abatement Contractor

An independent, licensed Asbestos Abatement Contractor shall perform all work in the facility that involves abatement, encapsulation, disturbance containment, spot removal, minimization cleaning and disposal of ACM or that otherwise requires such contractor to be licensed under applicable state and federal laws to perform the work in an area containing ACM. The Asbestos Abatement Contractor must be licensed and should furnish a copy of such license to the APM. The APM shall be required to maintain all licensed Asbestos Abatement Contractor documentation on file at the facility. Each Asbestos Abatement Contractor should perform their work in the facility in accordance with this O&M Program as well as in accordance with applicable local, state and federal laws, rules and regulations.

2.5 General Contractor or Third-Party Subcontractor

A General Contractor or Third-Party Subcontractor is an independent contractor, other than the Asbestos Abatement Contractor, whether employed by the facility or another contractor and is engaged to perform work in the form of construction, alteration, demolition or other work in the building. During the course of their contract requirements, the General Contractor or Third-Party Subcontractor may come into a contact with ACM or otherwise disturb ACM in a building. As such, all Contractors are required to report to the APM prior to beginning any work in building. Furthermore, the scope of the work to be performed by the Contractor should be discussed with the APM and an authorization to proceed shall be provided by the APM.

(i) Contractors should not perform any work in any portion of the building containing ACM unless the APM or the licensed Asbestos Monitoring Consultant have determined that the Contractor's work, if properly performed, will not disturb the ACM. And such determination shall be confirmed by NYC Certified Asbestos Investigator based on the provided project dfiling documentation.

(ii) Contractors should not disturb, damage, perform repairs involving ACM or material believed to be ACM.

(iii) If ACM is disturbed, the APM and/or the licensed Asbestos Monitoring Consultant should be immediately notified.

2.6 Licensed Environmental Consultant/Licensed Asbestos Monitoring Consultant

A licensed Environmental Consultant and/or a licensed Asbestos Monitoring Consultant is an independent firm that is certified to inspect, investigate and survey building materials for the presence of ACM, design specifications for the proper abatement of ACM and conduct project monitoring activities during the abatement of ACM. The consultant shall advise the APM in recommended techniques and procedures in dealing with activities that may disturb ACM. The consultant shall advise the APM on modifications to this program and to the extent necessary, works as a liaison between the APM and contractors.

The consultant shall coordinate with and observe the work of the Asbestos Abatement Contractor to the extent necessary to see that work of is performed in compliance this O&M Program as well as in accordance with applicable local, state and federal laws, rules and regulations.

The consultant may also conduct education and training programs outlined under this program and perform periodic visual inspections of the ACM in the building.

The consultant shall be available on as needed basis to advise and assist the APM and to answer questions regarding the Asbestos Survey or specific questions regarding this program.

3.0 ASBESTOS INDENTIFICATION

As part of this program, it is required that the APM and the facility's licensed Asbestos Monitoring Consultant to make reference to the previous Asbestos Survey Reports and Asbestos Abatement Reports prior to the commencement of any construction, demolition, alteration or abatement activities. The above-referenced program and reports are to be maintained by the facility's APM.

Although asbestos surveys have been previously conducted at the facility, it cannot be guaranteed and does not warrant that that these surveys have revealed all ACM present within the facility. As such, materials may be encountered in the facility which were not sampled or identified in the Asbestos Survey Reports. Due care must be exercised in order not to disturb these materials until they are sampled and analyzed for Asbestos. If a material is tested positive for Asbestos, it must be handled ONLY by a licensed Asbestos Abatement Contractor.

3.1 Friable ACM

Any materials that contain more than 1% Asbestos by weight and can be crumbled, pulverized, or reduced to powder by hand pressure.

3.2 Non-Friable ACM

Any materials that contain more than 1% Asbestos by weight and cannot be crumbled, pulverized, or reduced to powder by hand pressure.

3.3 Presumed ACM

Any suspect materials that are untested and must be presumed to contain Asbestos (PACM) until laboratory testing rebuts this designation.

In accordance with accepted practices, PACM must be tested prior to renovation, demolition, or any activities that may disturb the material.

4.0 AIR MONITORING

4.1 Background Air Monitoring

It should be noted that the USEPA, New York State Department of Labor (NYSDOL) and New York City Department of Environmental Protection (NYCDEP) "clean air level" is currently at below 0.01 fibers per cubic centimeter of air (f/cc) by Phase Contrast Microscopy (PCM). If this level is exceeded during background air monitoring, then Transmission Electron Microscopy (TEM) air samples should be collected and analyzed. Should the TEM samples be above the current aforementioned "clean air level" (70 structures), then the area should be decontaminated by a qualified, licensed Asbestos abatement Contractor.

4.2 Employee/Personal Air Monitoring

Maintenance and custodial personnel shall be monitored for potential Asbestos exposure, if during the course of their daily activities they disturb the ACM. This monitoring should be conducted by the facility's licensed Asbestos Monitoring Consultant.

Samples collected during these monitoring activities shall be analyzed using PCM as required by the National Institute for Occupational Safety and Health (NIOSH) Consulting Method 7400. The analytical laboratory utilized for analysis of the samples should be a successful participant in the NIOSH Proficiency Analytical Testing (PAT) program. Results of the air samples will be made available to maintenance workers and should be retained by the APM to be included in this program.

5.0 EVALUATION OF EXISTING MATERIAL CONDITIONS

The identified ACM at the facility has been prioritized according to condition, location, potential for damage for fiber release. The priorities are divided into the following categories:

- Low Hazard – Non-Friable ACM in good condition with low potential for disturbance or concealed non friable ACM materials.
- Moderate Hazard – Non-Friable or Friable ACM in good condition that have a moderate potential for disturbance or damage to make them friable and release Asbestos fibers into the air.
- High Hazard – Friable ACM in poor condition, and/or likely to be disturbed by air currents, water damage, construction, or other activities such to distribute airborne Asbestos fibers.
- Immediate Hazard – Friable ACM in severely damaged condition, and likely to be disturbed by air currents, water damage construction, or other activities such to distribute airborne Asbestos fibers.

Under the PACM designation of this program, any untested materials should be sampled prior to renovation, demolition, or maintenance activities that might disturb the materials.
All demolition, renovation, maintenance, repair, or removal activities shall be performed in accordance with this O&M Program as well as in accordance with applicable local, state and federal laws, rules and regulations

5.1 Addressing Low Hazard Materials

Low Hazard materials should be maintained in-place and be periodically re-inspected and re-classified, as necessary. Concealed materials do not require re-inspection or re-classification. If these materials become damaged and require the renovations and/or repairs, such work should be conducted by a licensed Asbestos Abatement Contractor under the supervision of a licensed Asbestos Monitoring Consultant.

5.2 Addressing Moderate Hazard Materials

The guideline for addressing Moderate Hazard Materials is similar to the guidelines addressing Low Hazard Materials. In addition, special precaution should be taken not to disturb the materials, if maintenance activities require work to be conducted in close proximity to the ACM/PACM.

5.3 Addressing High Hazard Materials

The guideline for addressing High Hazard Materials is similar to the Moderate Hazard Materials guidelines. The High Hazard Materials should be repaired and/or removed by a licensed Asbestos Abatement Contractor under the supervision of a licensed Asbestos Monitoring Consultant.

During the repair work of greater than ten (10) square feet or twenty-five (25) linear feet of High Hazard Material, or during renovation or abatement activities, the following should be conducted:

- Asbestos warning signs shall be posted on doors leading to the affected areas.
- Only properly trained and licensed personnel, using appropriate personal protective equipment (PPE), should be allowed to work in these areas. Unnecessary work in these areas should be avoided until abatement and/or proper decontamination can be performed.
- Any ACM removed, or materials that have come into contact with the ACM, and have potentially become contaminated with Asbestos, such as cleaning cloths, water, etc., should be double bagged in properly labeled Asbestos disposal bags and disposed of as asbestos waste.

In addition, during small repair work on-site, properly trained personnel may establish a restricted area to store ACM as long as the area is secured and the ACM is stored in the proper containers (i.e. double bags or drums). This area should be approved by the APM and inspected by the licensed Asbestos Monitoring Firm.

5.4 Addressing Immediate Hazard Materials

The guidelines addressing High Hazard Materials should be followed when addressing materials classified as an Immediate Hazard. In addition, materials should be repaired and/or removed by a licensed and qualified Asbestos Abatement Contractor under the supervision of a licensed Asbestos Monitoring Consultant.

6.0 TRAINING

Asbestos Awareness training shall be taken by all on-site management personnel, engineering personnel, maintenance personnel and all other personnel whose duties and responsibilities may cause them to work in close proximity to ACM. The awareness level training covers the health effects of asbestos, types of asbestos, recognition of damaged or deteriorated Asbestos-Containing Materials (ACM), work practice requirements to avoid disturbance of ACM and proper response to fiber release episodes as per 29 CFR 1910.1001 and 29 CFR 1926.1101 (OSHA regulation) and United States Environmental Protection Agency (USEPA) 40 CFR 763 regulation.

This training does not allow for the disturbance or removal of any type or quantities of ACM.

6.1 Awareness Training

The topics covered in this training include:

- Asbestos forms and uses
- EPA, OSHA, NYSDOL and NYCDEP regulations regarding Asbestos
- Identification and location of ACM at the building
- Health effects associated with Asbestos exposure
- Recognition of potentially hazardous conditions including damage and deterioration to ACM
- Procedures for reporting hazardous or potentially hazardous situations associated with the ACM to the O&M Program Coordinator
- Review of the O&M programs
- Awareness Quiz

In accordance with USEPA and OSHA regulations, this training should be approximately two hours. Awareness training should be conducted for each new employee, and repeated annually.

7.0 WORKER PROTECTION

Various worker protection programs and guidelines are required to be implemented as part of the facility's O&M Program if working in close proximity to the ACM materials. These include the following:

- Establishment of a Medical Surveillance Program
- Establishment of a Respiratory Protection Program
- Use of Personnel Protective Clothing and Equipment

The following sections outline these various worker protection programs and guidelines.

7.1 Medical Surveillance Program

OSHA regulations require the implementation of a medical examination and consultations for all employees who are engaged in Asbestos work for a combined total of thirty (30) or more days per year or; are exposed at or above the permissible exposure limit (PEL) or excursion limit (EL) and for employees who wear negative pressure respirators.

These examinations are required to be repeated at least annually thereafter.

On-Site Management, Engineering and Maintenance personnel are not expected to be exposed at or above the PEL during their normal workday.

OSHA regulation 29 CFR 1926.1101 outlines the requirements and components of Medical Surveillance Programs.

A Medical Surveillance Program is required by OSHA for employees who wear a respirator. A baseline examination, annual examination for the duration of employment and a termination examination are all elements of a Medical Surveillance Program.

The medical examination should include an occupational environmental history, chest x-ray, a medical history to determine the presence of any possible respiratory diseases and pulmonary function evaluations. In addition, during initial examination, OSHA requires that a standardized questionnaire be complete.

The examining physician can be found in the yellow pages under Occupations or Industrial Physicians, or though one of the Medical Referral Services. When contacting a physician, Inform them the type of examination require and determined whether or not the physician is familiar with OSHA regulations.

The examining physician will be asked to sign a statement, that the medical examination given is consistent with OSHA requirements and the examined employee is physically able to perform the require work, which may include wearing an air-purifying respirator. The examining physician should also be provided a copy of the OSHA Initial Medical Questionnaire, the full OSHA Regulation and the statement by a Medical Doctor.

Records should be maintained on file for at least 30 years and be available to each employee participating in the Medical Surveillance Program. Copies of medical records should be stored separately from personnel files and access to these medical records should be restricted to only designated personnel.

The examining physician should be notified that he or she will be the primary holder of medical records and the records should contain the hard copy of the x-ray. Prior to the disposal of any of these records, the APM should be notified.

The facility's licensed Asbestos Monitoring Consultant may be able to assist in facilitating the medical examination process.

7.2 Respiratory Protection Program

7.2.1 Introduction

A written Respiratory Protection Program must be established in accordance with the respiratory protection requirements of OSHA Regulations 29 CFR 1910.1001 and 29 CFR 1926.1101.

During activities involving potential disturbance of ACM, where employees may be exposed to the elevated concentrations of Asbestos fibers for short periods of time and implementation of feasible engineering and/or administrative controls may not be feasible, as an alternative, the employer may provide respiratory protection equipment. The Respiratory Protection Program provides operating procedures for respiratory protection.

7.2.2 Designation of a Program Administrator

The Respiratory Protection Program Administrator is responsible for the implementation of, and adherence to the provisions of the Respiratory Protection Program. For the purpose of this document, the Respiratory Protection Program Administrator will be the APM.

7.2.3 Selection and Use of Respiratory Protective Equipment

Respirators used should be selected from those approved by the Mine Safety and Health Administration (MSHA) and NIOSH for use in atmospheres containing Asbestos fibers. Numerous brands and sizes should be available for employees to select. A MSHA/NIOSH approved filters should have labels, which would indicate limitations and identify the component parts approved for use with the basic unit.

Single-use or disposable respirators are not to be used.

The approved respirators are as follows:

a. Air-Purifying Respirators: When the eight(8)-hour time weighted average (TWA) airborne concentrations of Asbestos fibers are reasonably expected to not exceed the OSHA PEL as defined in 29 CFR 1910.1001 and 29 CFR 1926.1101 as eight hour TWA of 0.1 f/cc, average over a sampling period of 30 minutes, then a reusable air-purifying respirator or a powered air respirator (PAPR) should be used to reduce the concentration of airborne Asbestos fibers inside the respirator below the eight hour, TWA and NIOSH-recommended exposure limit of 0.1 fibers/cc and/or the Short Term Exposure Limit (STEL) of 1.0 f/cc.

b. Powered Air-Purifying respirators (PAPR): When the eight (8)-hour, TWA Concentration of Asbestos of Asbestos fibers are reasonable expected to not exceed more than 10 times the OSHA eight-hour TWA PEL of 0.1 f/cc and when short term airborne concentrations of Asbestos fibers are reasonably expected not to exceed the OSHA STEL as defined in 29 CFR 1910.1001 and 29 CFR 1926.1101 as 1.0 f/cc average over a sampling period of 30 minutes, then full face piece PAPR should be used to make the fiber concentration inside the respirator below the eight (8)-hour, TWA and NIOSH-recommended EL of 0.1 fibers/cc and/or the STEL of 1.0 f/cc.

   It should be noted that if eight (8)-hour TWA concentrations are expected to exceed 0.1 f/cc other respirator protection may be necessary.

7.2.4 Potential Hazards from Asbestos

For the purpose of this program, the only hazard considered is airborne Asbestos fibers. Accordingly, during any Asbestos abatement project directly disturbing material, which is known to contain Asbestos, proper respirators should be worn. During maintenance, clean-up and waste removal activities where persons may disturb Asbestos, workers should wear air purifying respirators. As outlined herein, any activity that will result in the disturbance of ACM shall be conducted by the facility's licensed Asbestos Abatement Contractor.

7.2.5 Surveillance

Only those individuals who are medically able wear respirator protective equipment shall be issue such equipment. Before being issued a respirator, the employee should receive pertinent tests for medical and physical conditions. Medical tests to be considered by a physician include: pulmonary function tests, chest x-rays and other deemed appropriate by the examining physicians. Medical factors considered by a physician include: emphysema, asthma, chronic bronchitis, heart disease, anemia, hemophilia, poor eyesight, poor hearing, hernia, lack of use of fingers or hands. Epileptic seizures and other factors which might inhibit the ability of an employee to wear respiratory equipment should also be considered.

7.2.6 Respirator Fit Tests

Each employee determined medically fit to wear a respirator should be qualitatively fit-tested upon receiving the equipment and tested semi-annually thereafter. The type of fit test conducted depends on the respirator type. The manufacture's literature should be consulted to determine the proper fit-test.

Problems in fitting a respirator may result if facial hair, corrective lenses with temple or straps or other facial characteristics of apparatus prevent a good seal from forming between the skin and sealing surface. Therefore, corrective lenses that have temple bars or straps should not be used when a full-face respirator is worn. An adapter kit to accommodate eyeglasses may be purchased from the manufacturer. Contact lenses should not be worn while wearing a respirator. A properly fitted respirator may stretch the skin around the eyes, thus increasing the possibility that the contact lens may fall out. A respirator should not be used if a good seal cannot be formed between the skin and sealing surface.

7.2.7 Respirator Assignment and Maintenance

Respirators should be assigned to individual workers for their exclusive use. A system of record keeping should be established to document employees who have respiratory protection equipment and the regular inspection of this equipment.

Respirators should be regularly cleaned and disinfected. An outline of this procedure is described as follows:

1) Before leaving the work area, each user should "wipe down" the respirator with a wet cloth to remove possible ACM which may have settled on the equipment.
2) Respiratory equipment should be washed with detergent in warm water using a brush. Detergents containing a bactericide should be used. Organic solvents should not be used, as they may deteriorate the facepiece. The detergent wash should be followed with a disinfecting rinse. Two types of disinfectants may be made from readily available household solutions. A hypochlorite solution (50 ppm) can be made by adding two tablespoons of chlorine bleach to one gallon of water. An aqueous solution of iodine (50 ppm) can be made by adding one teaspoon tincture of iodine to one gallon of water. A two-minute immersion of the respirator into either solution should be sufficient for disinfection.
3) Respiratory equipment should be thoroughly rinsed in warm clean water to remove traces of detergent, cleaner and sanitizer, and disinfectant.
4) Respiratory equipment should be allowed to air dry on a clean surface.

When not in use, clean respiratory equipment must be sealed in plastic bags and stored with the facepiece and valves in a non-distorted position. A metal cabinet with shelves is well suited for this purpose.

Repair or replacement of component parts should be done by qualified individuals. Substitution of parts from a different brand or type of respirator will invalidate the approval of the respirator.

Inspection for defects in respiratory equipment should be done before and after each use and during cleaning. The primary defects to look for in the inspection of component parts of the respiratory equipment and corrective actions where appropriate are itemized below:

1) <u>Rubber facepiece</u> – check for:
   - excessive dirt – clean all dirt from facepiece
   - cracks, tears, or holes – obtain new facepiece
   - distortion – allow facepiece to "sit" free from any constraints and see if distortion disappears; if not, obtain new facepiece, and for cracked, scratched, or loose fitting lenses – contact respirator manufacturer to see if replacement is possible; otherwise obtain new facepiece.
2) <u>Head straps</u> – check for:
   - breaks or tears – replace head straps

- loss of elasticity – replace head straps
- broken or malfunctioning buckles or attachments – obtain new buckles, and
- facepiece slipping – replace head straps.

3) Inhalation valve, exhalation valve – check for:
- detergent residue, dust particles, or dirt on valve or valve set – clean residue with soap and water
- cracks, teas, or distortion in the valve material or valve seat – contact manufacturer for instructions
- missing or defective valve cover – obtain valve cover from manufacturer.

4) Filter elements – check for:
- proper filter for the hazard
- approval designation
- missing or worn gaskets – contact manufacturer for replacement
- worn threads – both filter threads and facepiece threads – replace or repair facepiece, whichever is applicable
- cracks or dents in filter housing – replace filter, and
- missing or loose hose clamps – obtain new clamps.

7.2.8 Respiratory Training Program

A training session with required employee attendance, should be conducted by the facility's licensed Asbestos Monitoring Consultant or other qualified personnel to ensure that employees understand the limitations, use and maintenance of respiratory equipment as well as other important aspects of the Respiratory Protection Program.

7.2.9 Surveillance of Working Conditions

Air sampling should be conducted before, during and after selected projects requiring respiratory equipment. Respiratory equipment used should be suitable for the Asbestos concentrations expected to occur in the work area. Employees should be instructed to immediately leave the work area should they experience physical stress such as difficulty in breathing or dizziness.

7.2.10 Respiratory Program Supervision

The Respirator Program should be evaluated at least annually with program adjustments, as appropriate, made to reflect the evaluation results. Compliance with the following points of the program should be reviewed; respirator selection, purchase of approved equipment, medical screening of employees, fit-testing, issuance of equipment and associated maintenance, storage, repair, inspection and appropriate surveillance of work area conditions.

Attention should be given to proper record keeping regarding the Respirator Program Supervision. Records which should be kept include: a list of the employees who are trained in respirator use; documentation of the care and maintenance of respirators; medical records of each respirator user; airborne concentrations of Asbestos fiber before, during and after work is conducted; and any problems encountered during renovation activities.

7.3 Personal Protective Clothing and Equipment

A variety of other safety and personal protective equipment (PPE) may be required as part of this O&M Program. This equipment would be used for work activities that create a potential for ACM disturbance and includes the following items:

- Disposable coveralls with hoods and booties
- Impervious gloves, such as PVC, nitrile, or polyethylene
- HEPA-filtered vacuum
- Six (6)-mil waste disposal bags with appropriate labels
- Six (6)-mil polyethylene sheeting (used as drop cloths and barriers)

8.0 ABATEMENT PROCEDURES

Under no circumstances shall an employee or contractor of this facility intentionally remove ACM until they have received Abatement Worker Training and are properly licensed in accordance with local, state and federal regulations.
If ACM or suspect ACM is found in an area where work is to be performed, the APM should be notified and the potential for disturbance of the ACM should be evaluated by the APM prior to any maintenance work.
The work area should be inspected for ACM prior to the work that has the potential to disturb suspected ACM. The APM will be responsible for either designating the affected area(s) as Asbestos free or develop procedures to limit the disturbance of any identified ACM.
If material is suspected of being ACM and is disturbed, fallen or displaced, appropriate decontamination should be conducted. This includes High Efficiency Particulate Air (HEPA) vacuuming and wet wiping of contaminated surfaces as necessary. This procedure shall be conducted by the facility's licensed Asbestos Abatement Contractor.
The following describe general guidelines for the Asbestos Abatement activities. If the activity is not described in this section, then the APM should conduct an inspection and designate the appropriate precautionary measures.

- Do not disturb or damage materials that are suspected of or known to contain Asbestos or deemed to be contaminated with Asbestos.
- Under no circumstances should removal of ACM be undertaken without utilizing a licensed asbestos abatement contractor. In addition, the removal of ACM should not be undertaken without proper procedural review and appropriate precautions to prevent exposure and contamination of adjoining areas.

The areas of damaged ACM should be repaired as by a licensed asbestos abatement contractor. It is the responsibility of the aforementioned contractor to:

- Wear proper protective clothing and respiratory protection.
- Limit access to the area.
- Thoroughly wet the debris with amended water and double bag the ACM in appropriately labeled Six (6)-mil Asbestos disposal bags to await proper disposal.
- Repair the damaged areas with a non-Asbestos material, or sealed with an encapsulating material.
- Debris, cleaning materials, filters, etc. should be disposed of as Asbestos waste.

Remodeling or renovation work to be performed should be discussed and approved by the facility's APM. The APM should evaluate all Asbestos activities and proper actions should be taken to alleviate any potential fiber release prior to conducting work. If necessary, further sampling and analysis of suspect materials may be required to verify Asbestos content.

If at any time, unknown materials are encountered, work should stop immediately and the APM should be notified. Upon review of the inspection report, if the Asbestos content of the material is still unknown, it should be assumed to be ACM until laboratory analysis yields otherwise.

Renovation, maintenance, construction or other activities that may disturb ACM should be approved by the APM. The following steps should be followed if these activities are scheduled, by a licensed asbestos abatement contractor:

- Restrict access to the work area by posting warning signs and erecting barriers.
- Workers should use appropriate personal protective equipment, including respirators and disposable clothing.
- A HEPA vacuum should be available to clean up debris that may be created.
- Wet methods should be used to clean up the possible release of fibers.
- Asbestos debris and cleaning materials should be disposed of as Asbestos waste.
- Air monitoring should be conducted to document airborne fiber levels, unless a documentation history of airborne fiber levels below 0.1 f/cc has been established for the type of work being conducted.

9.0 WORK BY OUTSIDE CONTRACTORS

Outside contractors and/or third-party subcontractors performing maintenance, repair, or renovation work at the facility are required to meet with the APM before performing any work.

Outside contractors and/or third-party subcontractors should review the information about the locations of ACM that they might come in contact with, examine the Asbestos Survey Report and this O&M Program. Outside contractors and/or third-party subcontractors are required to follow proper work procedures to minimize potential disturbance to ACM. Such work procedures should be outlined and approved by APM.

Contractors and third-party subcontractors, other than approved, licensed and qualified asbestos abatement contractors, are not authorized, nor permitted to disturb any ACM at the facility.

At not time should management, engineering and/or maintenance activities directly affecting the ACM be performed by untrained or unlicensed personnel. The above-referenced activities should be approved by the APM. This includes activities conducted by employees, contractors and/or third-party subcontractors of the building.

10.0 RELEASE EPISODES

10.1 Minor Fiber Release Episodes

A minor release episode is defined as "the falling or dislodging of three (3) square feet or less of ACM". The following steps should be taken in the event of minor fiber release episode:

- Access to the area should be restricted.
- ACM debris should be thoroughly wetted with amended water and double-bagged in properly labeled Six (6)-mil Asbestos disposal bags.
- The damaged area should be repaired with a non-Asbestos material or sealed with an encapsulating material.
- Debris, cleaning materials, filters, etc. should be disposed of as Asbestos waste.

A minor fiber release episode should be reported to the APM immediately. The APM is required to maintain records indicating the date of the release, the areas affected, actions taken and chain-of-custody manifests for the disposal of the waste materials generated.

Each of the tasks outlined above are to be conducted solely by a licensed asbestos abatement contractor.

10.2 Major Fiber Release Episode

A major fiber release episode is defined as "the falling or dislodging of more than three (3) square feet of ACM". The following steps should be taken in the event of a major fiber release episode:

- To the extent possible, the area in question should be secured and sealed utilizing polyethylene sheeting as necessary. Individuals not directly involved in the maintenance work should leave the area. The Heating, Ventilation and Air Conditioning (HVAC) system should be shut down and secured to prevent distribution of fibers generated during the episode. Clean-up and/or abatement activities, as needed, should be performed only by a licensed and approved asbestos abatement personnel.
- The facility's APM should be contacted immediately. An inspection and report of the episode specifying actions taken should be recorded.
- Persons entering the area should wear two disposable coverall and an approved air purifying respirator with HEPA cartridges.
- After completion of the work, the outer coverall should be removed before leaving the secured and sealed area. The outer coverall should then be placed with other contaminated materials in an appropriately labeled Six (6)-mil Asbestos disposable bag.
- The inner coverall should be HEPA vacuumed and wet wiped. Personnel that enter the work area shall then proceed to a change room or to an area deemed "clean" (i.e. uncontaminated).
- Upon task completion, ladders and tools should be wet wiped while inside the secured and sealed area. Rags should be disposed of with other contaminated equipment in appropriately labeled Six (6)-mil Asbestos disposal bags. All waste materials should be double-bagged.
- Additional Asbestos related precautions may be necessary and can be provided by the APM. Precautions to prevent personnel exposure and contamination of adjacent areas should be utilized.

Each of the tasks outlined above are to be conducted solely by a licensed asbestos abatement contractor.

11.0 PERIODIC SURVEILLANCE

The condition of the ACM should be inspected and noted by the facility's licensed Asbestos Monitoring Consultant.

Routine monitoring of the conditions of materials should be performed periodically by the maintenance personnel. This will serve to re-evaluate the condition of the materials with regard to changes in friability and potential fiber release.

Conditions, such as damage due to physical abrasion, vandalism, or water damage should be observed and documented, and appropriate response actions delineated. This documentation should include notes, photographs and written reports which should be kept in the records held by the APM. In addition, ACM that has been abated should also be noted.

12.0 DISPOSAL PROCEDURES

Asbestos waste should be thoroughly wetted and double-bagged in appropriately labeled Asbestos disposal bags. Bags should be sealed airtight while the material is still wet. Bag tops should be twisted and sealed with duct tape, then bent over and sealed again with at least three (3) wraps of duct tape. If waste materials are not immediately disposed of, properly trained personnel may establish a restricted area to store ACM as long as the area is secured and the ACM is stored in the proper containers (i.e. double bags or drums).

Additional material should not be added to bags, and bags should not be reopened after they have been sealed.

Asbestos waste should be transported in a covered truck by a properly licensed hauler and disposed off in a landfill approved for Asbestos.

13.0 NOTIFICATION AND WARNING

13.1 Employee and Occupants Notification

As required by applicable Federal, State and/or local laws and regulations, Starwood will inform occupants about the location and physical condition of ACM that may be disturbed by posting signs or labels in a central location where affected occupants can see them, or by holding awareness or information sessions. Labels, where necessary, will be prominently displayed and remain posted until ACM are removed. Specifically, labels will be placed on doors outside entrances to mechanical areas where ACM is known or suspected to exist. This labeling will serve to alert and remind Maintenance Personnel and outside contractors of the presence of ACM so they may avoid inadvertently disturbing the ACM.

The warning label print should be readily visible, in large letter size, or a bright color. The label should read as follows:

CAUTION

ASBESTOS
CANCER AND LUNG DISEASE HAZARD
DO NOT DISTURB WITHOUT
PROPER TRAINING AND EQUIPMENT

Warning signs should also be posted in areas where the airborne fiber concentrations can be reasonably expected to exceed the OSHA PEL of 0.1 f/cc. They serve to prevent unprotected individuals from entering those areas. The warning signs should read as follows:

DANGER

ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA

If during removal and repair operations, airborne fiber concentrations are not reasonably expected to exceed the OSHA PEL, OSHA signs are not required. However, warning signs should be affixed to barriers to warn any bystanders of the potential danger in the area. The signs should read as follows:

POTENTIAL ASBESTOS
HAZARD AREA

DO NOT ENTER

During asbestos remediation performed by trained personnel, the Atlas Capital Group, APM shall be responsible for posting signs as required by OSHA regulations. The Independent Asbestos Consultant will be available to provide assistance to the APM in these tasks.

13.2 Regulatory Agency Notification

Under 40 CFR Part 61, national Emission Standards for Hazardous Air Pollutants (NESHAPS), the APM will notify the USEPA at least ten (10) days in advance of an abatement project involving more than 160 square feet of friable ACM. If it is an emergency situation, the agency need not be notified in advance but must be notified no more than forty-eight (48) hours after the project begins. The requirements for notification is reduced to cover projects of three square feet of friable material of the work will involve state or local government employees. The following information should be supplied:

- Name and address of the building owner or manager
- Description, size, and location of the building
- Name and address of the abatement contractor
- Estimated amount of regulated ACM to be removed
- Scheduled starting and completion dates of ACM removal
- Description of the planned removal and containment methods
- Name, address, and location of disposal site

In addition to the EPA, the local environmental management offices must also be notified and proper documentation forms completed, specifically:

- ❖ NYS Department of Labor (NYSDOL)
- ❖ NYC Department of Environmental Protection (NYCDEP).

14.0 RECORD KEEPING

Records related to this O&M Program, or any Asbestos related matter, should be maintained by the APM for at least 30 years. This information includes:

- Attendance sheets and other records of training activities related to Asbestos, including copies of certifications and accreditation.
- Records of all Asbestos Abatement projects completed at the facility.
- Records of outside contractors working with ACM.
- Disposal records for all materials disposed of as Asbestos waste
- Records of inspection and re-inspection of ACM, including written notes and photographs.

APPENDICES

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APPENDIX A

Asbestos Surveys/Inspections

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Enviro-Pro
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LIMITED ASBESTOS INSPECTION REPORT

Site Location:

720 West End Avenue
New York, NY 10025

Prepared for:

720 WEA Ventures LLC
350 Park Avenue,
New York, NY 10022

Prepared by:

Enviro-Pro UnLTD Corp.
264 W 40th Street, Suite 602
New York, NY 10018

Enviro-Pro Project # 22-02.057

Report Date: February 15, 2024

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SUMMARY OF WORK

Enviro-Pro UnLTD Corp. (ENV-PRO) was retained by the 720 WEA Ventures LLC. located at 350 Park Avenue, New York, NY 10022 to perform a limited inspection for Asbestos Containing Materials (ACM) at the 720 West End Avenue, New York, NY 10025.

Certified asbestos inspectors from Enviro-Pro UnLTD Corp. (ENV-PRO) carried out an asbestos assessment, collecting samples from potential ACM in both interior and exterior accessible areas of the building at 720 West End Avenue, New York, NY. Inspections and sample collections occurred on October 22, 24, November 13, 2018, January 16, 17, March 13, 2020, and February 7, 2024, targeting areas slated for interior and exterior renovations as specified by the client.

Samples were accurately documented and dispatched to Metro Analytical Laboratories, an ELAP-certified facility in New York, under strict chain-of-custody protocols. Material analysis was performed using Polarized Light Microscopy with Dispersion Staining (PLM/DS), based on the EPA's guidelines. However, for Non-Friable Organically Bound (NOB) materials that PLM identifies as negative or containing trace asbestos, Transmission Electron Microscopy (TEM) testing was conducted following NYSDOH ELAP standards to ensure comprehensive analysis.

Please refer to Table I for a full summary of inspection results and to Appendix A for full analytical data.

LIMITATIONS AND CONDITIONS

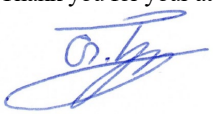
Enviro-Pro UnLTD Corp. (ENV-PRO) has performed the tasks set forth above in a thorough and professional manner consistent with industry standards. ENV-PRO cannot guarantee and does not warrant that this limited assessment has revealed all adverse environmental conditions affecting the site. Nor can ENV-PRO warrant that the assessment requested will satisfy the dictates of, or provide a legal defense in connection with, environmental laws or regulations. The observations and findings were representative of the conditions from the site on the date of inspection. Often materials are located in confined or inaccessible locations with little or no visible manifestation of their presence. These materials may be found in various areas within floor/ceiling slab, behind walls, or buried pipes and wires. Due to the potential for hidden materials to be present, it may not be possible to determine if all suspect building materials have been identified, located, and subsequently tested. Destructive measures to access these and other potentially hidden materials were not employed by ENV-PRO as part of this project. However, ENV-PRO does warrant that its investigations and methodology reflect our best efforts based upon prevailing standard of care in the environmental industry.

The information contained in this report was prepared based upon specific parameters and regulations in force at the time of this report. The information herein is only for the specific use of the client and ENV-PRO. ENV-PRO accepts no responsibility for the use, interpretation, or reliance by other parties on the information contained herein, unless written authorization has been obtained from ENV-PRO.

CONCLUSION AND RECOMMENDATION:

- All asbestos-containing thermal insulation and fireproofing were abated.
- Asbestos-containing materials were abated under: TRU0475MN23, TRU0785MN22, TRU1705MN22, TRU1975MN23, TRU2609MN22.
- The post-removal inspection on February 7, 2024, identified that the only asbestos material left is Wall Tar, hidden under non-asbestos plaster on the building's interior walls.
- The upcoming work plans will not affect the asbestos-containing Wall Tar.
- Asbestos containing Wall Tar, a non-friable material located beneath non-asbestos plaster, should remain undisturbed.
- Should the scope of the current project change or for future renovations, an asbestos inspection will be required to assess the potential disturbance of the Wall Tar and determine its extent/quantity.
- Should the inspection reveal that the work will disturb the asbestos, it must be removed by a contractor licensed by the NYS DOL, following NYS DOL ICR 56 and NYC DEP Chapter 15 Title 1 regulations, with disposal in accordance with NYS DEC guidelines.
- Units will need to remain vacant for the duration of the asbestos abatement project.

Thank you for your attention. Please feel free to reach out if you have any questions or need additional information.



02/15/2024

Tornike Tchunashvili — Date

NYS DOL Licensed Inspector # 23-6LQFZ-SHAB, Exp.: 12/2024.
NYC DEP Licensed Investigator # 162069, Exp.: 12/17/2025.

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TABLE I - SUMMARY OF INSPECTION RESULTS TABLE

Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Plasters	Interior of the Building All Floors Throughout	Non-ACM	N/A	---	
Gypsum Board		Non-ACM	N/A	---	
Gypsum Board Joint Compound		Non-ACM	N/A	---	
Ceramic Tiles Setting Bed		Non-ACM	N/A	---	
Ceramic Tiles Grout		Non-ACM	N/A	---	
Wall Ceramic Tiles Glue		Non-ACM	N/A	---	
Interior Mortar		Non-ACM	N/A	---	
Floor Leveling		Non-ACM	N/A	---	
Cork Pipe Insulation		Non-ACM	N/A	---	
Pipe Insulation (Black)		Non-ACM	N/A	---	
Tar over Pipe Insulation		Non-ACM	N/A	---	
2x4 Ceiling Tiles		Non-ACM	N/A	---	
Bathroom Caulking		Non-ACM	N/A	---	
Black & White Baseboard Molding		Non-ACM	N/A	---	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Concealed Window Frame Caulking	Interior of the Building All Floors Throughout	**ACM**	**630 SF**	---	**ACM was abated**
Pipe Insulation		**ACM**	**4,395 LF**	---	**ACM was abated**
Pipe Elbow Insulation		**ACM Contaminated**		---	
Concealed Pipe & Pipe Elbow Insulation		**Assumed ACM**	**2,560 LF**	---	
Concealed Incinerator/Chimney Liner		**Assumed ACM**	**1,800 SF**	---	**ACM was abated**
Ceramic Wall Tiles Glue		Non-ACM	N/A	---	
Radiator Cover Insulation/ Transite		**ACM**	**742 SF**	---	**ACM was abated**
Concealed Duct Insulation		**ACM**	**1,800 SF**	---	
Tar Paper Bottom Layer	Throughout Apartments Kitchens & Bathrooms	**ACM Contaminated**	**365 SF**	---	
Flooring Material Top Layer		**ACM**		---	
Floor Linoleum		**ACM**	**1,505 SF**	---	
Multilayer Flooring Materials		**ACM**		---	
12x12 Floor Tiles		Non-ACM	N/A	---	
Multicolor Floor Linoleum		Non-ACM	N/A	---	
12x12 Grey Floor Tiles	Throughout Staircase Landing by Freight Elevator	Non-ACM	N/A	---	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Boiler Breeching Insulation	Sub-Cellar – Boiler Room	**ACM**	**320 SF**	---	**ACM was abated**
Duct Insulation		**ACM**	**410 SF**	---	
Inner Boiler Insulation		**Assumed ACM**	**800 SF**	---	
Fiber Glass Pipe Elbow Insulation	Sub-Cellar	Non-ACM	N/A	---	
Tar/Waterproofing under Concrete Slab		**ACM**	**5,540 SF**	---	**ACM was abated**
12x12 Self-adhesive Floor Tiles		Non-ACM	N/A	---	
envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Cellar	**ACM**	**736 SF**	---	**ACM was abated**
Concealed Spray on Fireproofing	Cellar – Throughout	**Assumed ACM**	**500 SF**	---	**ACM was abated**
Exposed Spray on Fireproofing	Cellar Boiler Room, Break Room & Reading Room	**ACM**	**520 SF**	---	
Mastic under 12x12 Checkered Floor Tiles	Cellar – Reading Room	Non-ACM	N/A	---	
12x12 Checkered Floor Tiles		Non-ACM	N/A	---	
Mastic under 9x9 Checkered Floor Tiles	Cellar – Hallway & Rooms	Non-ACM	N/A	---	
Mastic under Bottom Layer		Non-ACM	N/A	---	
9x9 Checkered Floor Tiles		**ACM**	**5,200 SF**	---	**ACM was abated**
Bottom Layer Floor Tiles under 12x12 Floor Tiles		**ACM**		---	
12x12 Floor Tiles Top Layer		**ACM Contaminated**		---	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Mastic under 12x12 Red Floor Tiles	Cellar & Ground Floor – Stairs and Stair Landing	Non-ACM	N/A	---	
12x12 Red Floor Tiles		Non-ACM	N/A	---	
12x12 Black Floor Tiles	Elevator and Entrance by Elevator	Non-ACM	N/A	---	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Ground Floor	**ACM**	**1,134 SF**	**3,752 SF**	**ACM was abated partially**
1x1 Ceiling Tiles	Ground Floor	Non-ACM	N/A	---	
Carpet Glue		Non-ACM	N/A	---	
Flooring Materials (Floor Tiles)	Ground Floor Offices, Foyer and Storages	**ACM**	**1,240 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 2	**ACM**	**1,473 SF**	---	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 2, Apt. #2A	**ACM**	---	**894 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 2, Apt. #2B	**ACM**	---	**120 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 2, Apt. #2D	**ACM**	---	**286 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 2, Apt. #2E	**ACM**	---	**325 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 2, Apt. #2F (Super's Apartment)	**ACM**	---	**253 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 2, Apt. #2G	**ACM**	---	**140 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 2, Apt. # TH2H (Duplex, Lower Level)	**ACM**	---	**310 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 2, Apt. #TH2J (Duplex, Lower Level)	**ACM**	---	**180 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 2, Apt. #2K	**ACM**	---	**245 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 2, Area Open to Below	**ACM**	---	**400 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 3	**ACM**	**1,695 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 3, Apt. #3A	**ACM**	---	**894 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 3, Apt. #3B	**ACM**	---	**120 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 3, Apt. #3C	**ACM**	---	**170 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 3, Apt. #3D	**ACM**	---	**286 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 3, Apt. #3E	**ACM**	---	**482 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 3, Apt. #3F	**ACM**	---	**156 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 3, Apt. #3G	**ACM**	---	**220 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 3, Apt. #TH2H (Duplex, Upper Level)	**ACM**	---	**416 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 3, Apt. #TH2J (Duplex, Upper Level)	**ACM**	---	**232 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 3, Apt. #3K	**ACM**	---	**143 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4	**ACM**	**1,695 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4A	**ACM**	---	**894 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4B	**ACM**	---	**120 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4C	**ACM**	---	**163 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4D	**ACM**	---	**286 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4E	**ACM**	---	**482 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4F	**ACM**	---	**156 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4G	**ACM**	---	**133 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4H	**ACM**	---	**220 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4J	**ACM**	---	**270 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4K	**ACM**	---	**231 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4L	**ACM**	---	**177 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 4, Apt. #4M	**ACM**	---	**0 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5	**ACM**	**1,695 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5A	**ACM**	---	**894 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5B	**ACM**	---	**120 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5C	**ACM**	---	**163 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5D	**ACM**	---	**286 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5E	**ACM**	---	**482 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5F	**ACM**	---	**156 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5G	**ACM**	---	**133 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5H	**ACM**	---	**220 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5J	**ACM**	---	**270 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5K	**ACM**	---	**231 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5L	**ACM**	---	**177 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 5, Apt. #5M	**ACM**	---	**0 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6	**ACM**	**1,695 SF**	---	**ACM was abated**

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6A	**ACM**	---	**894 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6B	**ACM**	---	**120 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6C	**ACM**	---	**163 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6D	**ACM**	---	**286 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6E	**ACM**	---	**482 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6F	**ACM**	---	**156 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6G	**ACM**	---	**133 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6H	**ACM**	---	**220 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6J	**ACM**	---	**270 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6K	**ACM**	---	**231 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6L	**ACM**	---	**177 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 6, Apt. #6M	**ACM**	---	**0 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7	**ACM**	**1,695 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7A	**ACM**	---	**894 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7B	**ACM**	---	**120 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7C	**ACM**	---	**163 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7D	**ACM**	---	**286 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7E	**ACM**	---	**482 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7F	**ACM**	---	**156 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7G	**ACM**	---	**133 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7H	**ACM**	---	**220 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7J	**ACM**	---	**270 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7K	**ACM**	---	**231 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7L	**ACM**	---	**177 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 7, Apt. #7M	**ACM**	---	**0 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 8	**ACM**	**1,695 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 8, Apt. #8A	**ACM**	---	**993 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 8, Apt. #8B	**ACM**	---	**250 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 8, Apt. #8C	**ACM**	---	**538 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 8, Apt. #8D	**ACM**	---	**149 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 8, Apt. #8E	**ACM**	---	**133 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 8, Apt. #8F	**ACM**	---	**212 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 8, Apt. #8G	**ACM**	---	**305 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 8, Apt. #8H	**ACM**	---	**231 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 8, Apt. #8J	**ACM**	---	**177 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 8, Apt. #8K	**ACM**	---	**0 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 9	**ACM**	**1,695 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 9, Apt. #9A	**ACM**	---	**993 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 9, Apt. #9B	**ACM**	---	**250 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 9, Apt. #9C	**ACM**	---	**538 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 9, Apt. #9D	**ACM**	---	**149 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 9, Apt. #9E	**ACM**	---	**133 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 9, Apt. #9F	**ACM**	---	**212 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 9, Apt. #9G	**ACM**	---	**305 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 9, Apt. #9H	**ACM**	---	**231 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 9, Apt. #9J	**ACM**	---	**177 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 9, Apt. #9K	**ACM**	---	**0 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 10	**ACM**	**1,911 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 10, Apt. #10A	**ACM**	---	**993 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 10, Apt. #10B	**ACM**	---	**250 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 10, Apt. #10C	**ACM**	---	**538 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 10, Apt. #10D	**ACM**	---	**149 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 10, Apt. #10E	**ACM**	---	**133 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 10, Apt. #10F	**ACM**	---	**212 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 10, Apt. #10G	**ACM**	---	**305 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 10, Apt. #10H	**ACM**	---	**231 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 10, Apt. #10J	**ACM**	---	**177 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 10, Apt. #10K	**ACM**	---	**0 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 11	**ACM**	**1,152 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 11, Apt. #11A	**ACM**	---	**993 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 11, Apt. #11B	**ACM**	---	**332 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 11, Apt. #11C	**ACM**	---	**603 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 11, Apt. #11E	**ACM**	---	**133 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 11, Apt. #11F	**ACM**	---	**212 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 11, Apt. #11G	**ACM**	---	**305 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 11, Apt. #TH11H (Duplex, Lower Level)	**ACM**	---	**477 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 11, Apt. #TH11J (Duplex, Lower Level)	**ACM**	---	**478 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 12	**ACM**	**504 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 12, Apt. #12A	**ACM**	---	**993 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 12, Apt. #12B	**ACM**	---	**332 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 12, Apt. #12C	**ACM**	---	**603 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 12, Apt. #12E	**ACM**	---	**133 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 12, Apt. #12F	**ACM**	---	**212 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 12, Apt. #12G	**ACM**	---	**210 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 12, Apt. #TH11H (Duplex, Upper Level)	**ACM**	---	**477 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 12, Apt. #TH11J (Duplex, Upper Level)	**ACM**	---	**538 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 14	**ACM**	**504 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 14, Apt. #14A	**ACM**	---	**993 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 14, Apt. #14B	**ACM**	---	**332 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 14, Apt. #14C	**ACM**	---	**603 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 14, Apt. #14E	**ACM**	---	**133 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 14, Apt. #14F	**ACM**	---	**212 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 14, Apt. #14G	**ACM**	---	**305 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 14, Apt. 14H	**ACM**	---	**955 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 15	**ACM**	**720 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 15, Apt. #15A	**ACM**	---	**993 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 15, Apt. #15B	**ACM**	---	**332 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 15, Apt. #15C	**ACM**	---	**603 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 15, Apt. #15E	**ACM**	---	**133 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 15, Apt. #15F	**ACM**	---	**212 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 15, Apt. #15G	**ACM**	---	**305 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 15, Apt. 15H	**ACM**	---	**955 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 16	**ACM**	**360 SF**	---	**ACM was abated**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 16, Apt. #PH16A	**ACM**	---	**993 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 16, Apt. #PH16B (Duplex, Lower Level)	**ACM**	---	**332 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 16, Apt. #PH16C (Duplex, Lower Level)	**ACM**	---	**368 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 16, Apt. # PH16D	**ACM**	---	**133 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 16, Apt. # PH16E	**ACM**	---	**305 SF**	
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 16, Apt. #PH17B (Duplex, Lower Level)	**ACM**	---	**603 SF**	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Wall Tar on the interior of building envelope wall concealed under Non-Asbestos Wall Plaster applied directly to the wall	Floor 16, Apt. #PH17C (Duplex, Lower Level)	**ACM**	---	**779 SF**	**Material is in good condition Type of Asbestos is Chrysotile Concentration 5.7%**
No Suspect Materials	Floor 17, Apt. #PH17A	N/A	---	0 SF	**Floor 17 not constructed yet**
No Suspect Materials	Floor 17, Apt. #PH17B (Duplex, Upper Level)	N/A	---	0 SF	**Floor 17 not constructed yet**
No Suspect Materials	Floor 17, Apt. #PH17C (Duplex, Upper Level)	N/A	---	0 SF	**Floor 17 not constructed yet**
No Suspect Materials	Floor 17, Apt. #PH16B (Duplex, Upper Level)	N/A	---	0 SF	**Floor 17 not constructed yet**
No Suspect Materials	Floor 17, Apt. #PH16C (Duplex, Upper Level)	N/A	---	0 SF	**Floor 17 not constructed yet**
Exterior Mortar	Exterior of the building Throughout	Non-ACM	N/A	---	
Window Frame Caulk		Non-ACM	N/A	---	
Window Frame Divider Caulking		Non-ACM	N/A	---	
Mortar	Roofs Throughout	Non-ACM	N/A	---	
Stucco		Non-ACM	N/A	---	
Window Frame Caulking	Roofs Throughout	Non-ACM	N/A	---	
Window Glazing		Non-ACM	N/A	---	
Skylight Caulking		Non-ACM	N/A	---	
Duct Caulking		Non-ACM	N/A	---	
Coping Stone Caulking		Non-ACM	N/A	---	

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Screed	Main Roof	Non-ACM	N/A	---	
Roof Membrane Bottom Layer		Non-ACM	N/A	---	
Roof Insulation 2nd Layer		Non-ACM	N/A	---	
Roof Membrane 3rd Layer		Non-ACM	N/A	---	
Roof Membrane Top Layer		Non-ACM	N/A	---	
Roof Flashing/Tar Bottom Layer		Non-ACM	N/A	---	
Roof Flashing/Tar Top Layer		Non-ACM	N/A	---	
Miscellaneous Tar		Non-ACM	N/A	---	
Screed	Cooling Tower & Bulkhead Roofs	Non-ACM	N/A	---	
Roof Membrane Bottom Layer		Non-ACM	N/A	---	
Roof Insulation 2nd Layer		Non-ACM	N/A	---	
Roof Membrane Top Layer		Non-ACM	N/A	---	
Roof Flashing/Tar Bottom Layer		Non-ACM	N/A	---	
Roof Flashing/Tar Top Layer		Non-ACM	N/A	---	
Miscellaneous Tar		**ACM**	**120 SF**	---	**ACM was abated**

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Building Material	Location	Results	ACM Abated Quantity	ACM Remaining Quantity	Notes
Horse Hair Insulation	Cooling Tower Roof	Non-ACM	N/A	---	
Tar Paper over Horse Hair Insulation		**ACM**	**15 LF**	---	**ACM was abated**
Tar Paper over Fiberglass Insulation		**ACM**	**45 LF**	---	
TOTAL REMAINING QUANTITY				**49,126 SF**	

LEGEND:

ACM = Asbestos-Containing Material
Non-ACM = Non-Asbestos-Containing Material
N/A = Not Applicable
SF = Square Feet
LF = Linear Feet

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Notes:

1) Non suspect materials such as brick, stone, CMU, ceramic tiles, structural concrete or materials that were composed completely of wood, metal, plastic, fiberglass, cork, silicone or rubber, were not sampled.
2) Any material not listed or addressed in the above table must be assumed Asbestos Containing Material. The contractor shall notify the owner and environmental consultant immediately if any materials that are not listed are encountered during construction/demolition activities. All work shall stop until materials are inspected by licensed environmental consultant.

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APPENDIX A

Laboratory Analytical Results

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METRO ANALYTICAL LABORATORIES
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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client:	**En□iro□Pro UnLTD Cor□**	Contract:	**BCRE**	**Metro Lab ID □□**	**B□□□□□□□□**
Address:	2721 □ings Highway	Client Job □:	□□□□□□□□		
	Brooklyn NY 11229	Location:	□□□ □ **est End A□enue**		
	P: (718) 801-2231 F:		**NY** **NY** □□□□□	Sample Received:	10/23/2018
Contact:	**Ye□ge Golubchi□**	Sampled By:	T.L., B.B., T.T.	PLM Analysis Date:	10/24/2018
	M: (718) 801-2231	Sampled Date:	10/22/2018	TEM Analysis Date:	10/24/2018
	E: ygolubchik@env-pro.com	Turnaround Time:	24 hrs	Reported By:	Gia Le
				Report Date:	10/24/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□	□	Grey Homogenous Granular ROOFS - MORTARS	NY ELAP 198.1		100% Non-Fibrous	**None Detected**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□	Grey Homogenous Granular ROOFS - MORTARS	NY ELAP 198.1		100% Non-Fibrous	**None Detected**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□	Grey Homogenous Granular ROOFS - STUCCO	NY ELAP 198.1		100% Non-Fibrous	**None Detected**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□	Grey Homogenous Granular ROOFS - STUCCO	NY ELAP 198.1		100% Non-Fibrous	**None Detected**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□	Grey Homogenous Granular ROOFS - STUCCO	NY ELAP 198.1		100% Non-Fibrous	**None Detected**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□	Grey Homogenous NOB ROOFS - WINDOW FRAME CAUL□ING	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**
			NY ELAP 198.4				**None Detected**
□	□	Grey Homogenous NOB ROOFS - WINDOW FRAME CAUL□ING	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**
			NY ELAP 198.4				**None Detected**
□	□	Grey Homogenous NOB ROOFS - WINDOW GLA□ING	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**
			NY ELAP 198.4				**None Detected**
□	□	Grey Homogenous NOB ROOFS - WINDOW GLA□ING	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**
			NY ELAP 198.4				**None Detected**
□□	□□	Black Homogenous NOB ROOFS - S□YLIGHT CAUL□ING	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**
			NY ELAP 198.4				**None Detected**

Comments	Equipment	PLM SCOPE Nikon Optiphot-2 TEM SCOPE □1 - Hitachi H-600

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□latan Dimitrijevic
Laboratory Director

Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□

Sampled By: T.L., B.B., T.T.
Sampled Date: 10/22/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B**□□□□□□□□

Sample Received: 10/23/2018
PLM Analysis Date: 10/24/2018
TEM Analysis Date: 10/24/2018
Reported By: Gia Le
Report Date: 10/24/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□	Black Homogenous NOB ROOFS - S□YLIGHT CAUL□ING	NY ELAP 198.1				
			NY ELAP 198.6			Inconclusi□e None Detected	
			NY ELAP 198.4			None Detected	
□□	□□	Black Homogenous NOB ROOFS - DUCT CAUL□ING	NY ELAP 198.1				
			NY ELAP 198.6			Inconclusi□e None Detected	
			NY ELAP 198.4			None Detected	
□□	□□	Black Homogenous NOB ROOFS - DUCT CAUL□ING	NY ELAP 198.1				
			NY ELAP 198.6			Inconclusi□e None Detected	
			NY ELAP 198.4			None Detected	
□□	□□	Grey Homogenous NOB ROOFS - COPING STONE CAUL□ING	NY ELAP 198.1				
			NY ELAP 198.6			Inconclusi□e None Detected	
			NY ELAP 198.4			None Detected	
□□	□□	Grey Homogenous NOB ROOFS - COPING STONE CAUL□ING	NY ELAP 198.1				
			NY ELAP 198.6			Inconclusi□e None Detected	
			NY ELAP 198.4			None Detected	
□□	□□	Grey Homogenous Granular MAIN ROOF - SCREED	NY ELAP 198.1		100% Non-Fibrous	None Detected	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□	□□	Grey Homogenous Granular MAIN ROOF - SCREED	NY ELAP 198.1		100% Non-Fibrous	None Detected	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□	□□	Brown Homogenous Fibrous MAIN ROOF - ROOF INSULATION 2ND LAYER	NY ELAP 198.1	20% Cellulose 10% Fiberglass	70% Non-Fibrous	None Detected	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□	□□	Brown Homogenous Fibrous MAIN ROOF - ROOF INSULATION 2ND LAYER	NY ELAP 198.1	15% Cellulose 5% Fiberglass	80% Non-Fibrous	None Detected	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□	□□	Black Homogenous NOB MAIN ROOF - ROOF MEMBRANE BOTTOM LAYER	NY ELAP 198.1				
			NY ELAP 198.6			Inconclusi□e None Detected	
			NY ELAP 198.4			None Detected	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1022

□latan Dimitrijevic
Laboratory Director

Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: T.L., B.B., T.T.
Sampled Date: 10/22/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B**□□□□□□□□

Sample Received: 10/23/2018
PLM Analysis Date: 10/24/2018
TEM Analysis Date: 10/24/2018
Reported By: Gia Le
Report Date: 10/24/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□	Black Homogenous NOB MAIN ROOF - ROOF MEMBRANE BOTTOM LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□	□□	Black Homogenous NOB MAIN ROOF - ROOF MEMBRANE 3RD LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□	□□	Black Homogenous NOB MAIN ROOF - ROOF MEMBRANE 3RD LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□	□□	Black Homogenous NOB MAIN ROOF - ROOF MEMBRANE TOP LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□	□□	Black Homogenous NOB MAIN ROOF - ROOF MEMBRANE TOP LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□	□□	Black Homogenous NOB MAIN ROOF - ROOF FLASHING / TAR BOTTOM LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□	□□	Black Homogenous NOB MAIN ROOF - ROOF FLASHING / TAR BOTTOM LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□	□□	Black Homogenous NOB MAIN ROOF - ROOF FLASHING / TAR TOP LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□	□□	Black Homogenous NOB MAIN ROOF - ROOF FLASHING / TAR TOP LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□	□□	Black Homogenous NOB MAIN ROOF - MISCELLANEOUS TAR	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1023

□latan Dimitrijevic
Laboratory Director

Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

METRO ANALYTICAL LABORATORIES
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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway
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P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: T.L., B.B., T.T.
Sampled Date: 10/22/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B**□□□□□□□□

Sample Received: 10/23/2018
PLM Analysis Date: 10/24/2018
TEM Analysis Date: 10/24/2018
Reported By: Gia Le
Report Date: 10/24/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□	Black Homogenous NOB MAIN ROOF - MISCELLANEOUS TAR	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			Inconclusi□e None Detected	None Detected
□□	□□	Grey Homogenous Granular COOLING TOWER ROOF AND BUL□HEAD ROOFS - SCREED	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4		100% Non-Fibrous	None Detected	
□□	□□	Grey Homogenous Granular COOLING TOWER ROOF AND BUL□HEAD ROOFS - SCREED	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4		100% Non-Fibrous	None Detected	None Detected
□□	□□	Grey Homogenous Granular COOLING TOWER ROOF AND BUL□HEAD ROOFS - ROOF INSULATION 2ND LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	10% Cellulose 5% Fiberglass	85% Non-Fibrous	None Detected	None Detected
□□	□□	Brown Homogenous Granular COOLING TOWER ROOF AND BUL□HEAD ROOFS - ROOF INSULATION 2ND LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	5% Cellulose 5% Fiberglass	90% Non-Fibrous	None Detected	None Detected
□□	□□	Black Homogenous NOB COOLING TOWER ROOF AND BUL□HEAD ROOFS - ROOF MEMBRANE BOTTOM LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			Inconclusi□e None Detected	None Detected
□□	□□	Black Homogenous NOB COOLING TOWER ROOF AND BUL□HEAD ROOFS - ROOF MEMBRANE BOTTOM LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			Inconclusi□e None Detected	None Detected
□□	□□	Black Homogenous NOB COOLING TOWER ROOF AND BUL□HEAD ROOFS - ROOF MEMBRANE TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			Inconclusi□e None Detected	None Detected
□□	□□	Black Homogenous NOB COOLING TOWER ROOF AND BUL□HEAD ROOFS - ROOF MEMBRANE TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			Inconclusi□e None Detected	None Detected
□□	□□	Black Homogenous NOB COOLING TOWER ROOF AND BUL□HEAD ROOFS - ROOF FLSH / TAR BOTTOM LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			Inconclusi□e None Detected	None Detected

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1024

□latan Dimitrijevic
Laboratory Director

Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: T.L., B.B., T.T.
Sampled Date: 10/22/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B□□□□□□□□**
Sample Received: 10/23/2018
PLM Analysis Date: 10/24/2018
TEM Analysis Date: 10/24/2018
Reported By: Gia Le
Report Date: 10/24/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□	Black Homogenous NOB COOLING TOWER ROOF AND BUL□HEAD ROOFS - ROOF FLSH / TAR BOTTOM LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□	□□	Black Homogenous NOB COOLING TOWER ROOF AND BUL□HEAD ROOFS - ROOF FLSH / TAR TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□	□□	Black Homogenous NOB COOLING TOWER ROOF AND BUL□HEAD ROOFS - ROOF FLSH / TAR TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□	□□	Black Homogenous NOB COOLING TOWER ROOF AND BUL□HEAD ROOFS - MISCELLANEOUS TAR	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 □□□ **Chr□sotile** **Not Anal□□ed**	□□□□
□□	□□	Black Homogenous NOB COOLING TOWER ROOF AND BUL□HEAD ROOFS - MISCELLANEOUS TAR	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed**	
□□	□□	Black Homogenous Fibrous COOLING TOWER ROOF - HORSE HAIR INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	100% Hair		**None Detected**	
□□	□□	Black Homogenous Fibrous COOLING TOWER ROOF - HORSE HAIR INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	100% Hair		**None Detected**	
□□	□□	Black Homogenous Fibrous COOLING TOWER ROOF - HORSE HAIR INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	100% Hair		**None Detected**	
□□	□□	Black Homogenous NOB COOLING TOWER ROOF - TAR PAPER OVER HORSE HAIR INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 □□□ **Chr□sotile** **Not Anal□□ed**	□□□□
□□	□□	Black Homogenous NOB COOLING TOWER ROOF - TAR PAPER OVER HORSE HAIR INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1025

□latan Dimitrijevic
Laboratory Director

Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: T.L., B.B., T.T.
Sampled Date: 10/22/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B**□□□□□□□□

Sample Received: 10/23/2018
PLM Analysis Date: 10/24/2018
TEM Analysis Date: 10/24/2018
Reported By: Gia Le
Report Date: 10/24/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□	Black Homogenous NOB COOLING TOWER ROOF - TAR PAPER OVER FIBERGLASS INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e** **None Detected** □□□ **Chr□sotile**	□□□
□□	□□	Black Homogenous NOB COOLING TOWER ROOF - TAR PAPER OVER FIBERGLASS INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e** **None Detected** **Positi□e Sto□** **Not Anal□ed**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

□latan Dimitrijevic
Laboratory Director

Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

1026

METRO
ANALYTICAL LABORATORIES
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New York, NY 10018
p: (212) 695-0165 f: (212) 695-0183

Report Notes

General Notes and Disclaimers

• The samples analyzed in this report were not collected by this laboratory - they were received from the client, or an agent of the client, in good condition, unless otherwise noted.

• All results are calculated based on client-provided measurements.

• The report shall not be reproduced, except in full, without the written approval of the laboratory.

• This report relates only to the samples tested. It may not be used by the client to claim project endorsement by NVLAP, NYS ELAP, or any other government agency.

• All samples will be properly disposed of after 60 days.

• Quality Control data (including 95% confidence limits, laboratory / analysis accuracy and precision) is available upon request.

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Notes Regarding Asbestos Testing

• Air Sample Analysis by Phase Contrast Microscopy (PCM) adheres to Method NIOSH-7400. Results < 7 fibers / mm^2 are statistically insignificant.

• Percentages are calculated using the EPA equivalent Stratified Point-Count Method.

• Bulk Sample Analysis by Polarized Light Microscopy (PLM) Friable adheres to EPA/600/M4-082-20 or NYS ELAP 198.1.

• Bulk Sample Analysis by Polarized Light Microscopy (PLM) NOB adheres to NYS ELAP 198.6. This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.

• All inhomogeneous layers of the bulk samples were analyzed separately.

• Analytical results are sometimes based on the residue percentage(s) provided by the client along with the filters. Trace denotes asbestos detected at < 1%. Smiliarly, samples below quantitation limit (RL) are reported with a less than sign (□).

• Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

• Bulk Sample Analysis by Transmission Electron Microscopy (TEM) NOB adheres to NYS ELAP Method 198.4.

• Air Sample Analysis by Transmission Electron Microscopy (TEM) adheres to Method EPA CFR Part 763 Final Rule (AHERA).

• Air Sample Analysis by Transmission Electron Microscopy (TEM) Worksheets are available upon request.

Enviro-Pro
ENVIRONMENTAL & ENGINEERING CONSULTING

Enviro-Pro UnLTD Corp.
262 West 38th Street
4th Floor, Suite 405
New York, NY 10018

1 (212) 858-9449 (Office)
1 (347) 824-2024 (Fax)
www.env-pro.com
info@env-pro.com

SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
10/22/2018	*08:30-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko, B. Basilashvili, T. Tchunashvili*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-10.580*

Analysis Requested: X **PLM (198.1)**; X **PLM (198.6)**; X **TEM (198.4)**;

Laboratory: ☐ ***AmeriSci***; ELAP No. ***11480*** ☐ **ALAC**; ELAP No. ***11605*** X **Metro**; ELAP No. ***12003***

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X **24 Hr.**, ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: **STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;** B18100663

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
1	1	1	Roofs	Mortar
		2		
2	2	3		Stucco
		4		
		5		
3	3	6		Window Frame Caulking
		7		
4	4	8		Window Glazing
		9		
5	5	10		Skylight Caulking
		11		
6	6	12		Duct Caulking
		13		
7	7	14		Coping Stone Caulking
		15		
8	8	16	Main Roof	Screed
		17		
9	9	18		Roof Insulation 2nd Layer
		19		
10	10	20		Roof Membrane Bottom Layer
		21		

Results To: Enviro-Pro Via E-Mail: **envprolabresults@gmail.com** Other _____

Site			Laboratory					
Relinquished By	**Date**	**Time**	**Received By**	**Date**	**Time**	**Analyzed By**	**Date**	**Time**
Name (Print) T. Tchunashvili	10/23/18		***Name (Print)*** Sarah Bianger	10/23/18	4:13pm	***Name (Print)***		
Signature			**Signature**			**Signature**		

Enviro-Pro
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SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
10/22/2018	*08:30-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko, B. Basilashvili, T. Tchunashvili*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-10.580*

Analysis Requested: X PLM (198.1); X PLM (198.6); X TEM (198.4);

Laboratory: ☐ AmeriSci; ELAP No. 11480; ☐ ALAC; ELAP No. 11605; X Metro; ELAP No. 12003

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X 24 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP; B1810663

Sample ID: HA Group	Sample ID: HA #	Sample ID: Sample #	Sample Location	Sample Description
10	11	22	Main Roof	Roof Membrane 3rd Layer
		23		
	12	24		Roof Membrane Top Layer
		25		
11	13	26		Roof Flashing/Tar Bottom Layer
		27		
	14	28		Roof Flashing/Tar Top Layer
		29		
12	15	30		Miscellaneous Tar
		31		
13	16	32	Cooling Tower Roof and Bulkhead Roofs	Screed
		33		
14	17	34		Roof Insulation 2nd Layer
		35		
15	18	36		Roof Membrane Bottom Layer
		37		
	19	38		Roof Membrane Top Layer
		39		
16	20	40		Roof Flashing/Tar Bottom Layer
		41		
	21	42		Roof Flashing/Tar Top Layer
		43		

Results To: Enviro-Pro Via E-Mail: envprolabresults@gmail.com Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print): T. Tchunashvili	10/23/18		Name (Print): Sarah Blamgren	10/23/18	4:13pm	Name (Print):		
Signature			Signature			Signature		

Enviro-Pro
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SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
10/22/2018	*08:30-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko* *B. Basilashvili* T. Tchunashvili	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-10.580*

Analysis Requested: X **PLM (198.1)**
X **PLM (198.6);**
X **TEM (198.4);**

Laboratory: ☐ ***AmeriSci***; ELAP No. ***11480***
☐ **ALAC**; ELAP No. ***11605***
X **Metro**; ELAP No. ***12003***

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X **24 Hr.**, ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: **STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;**

B1810066 3

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
17	22	44	Cooling Tower Roof and Bulkhead Roofs	Miscellaneous Tar
		45		
18	23	46	Cooling Tower Roof	Horse Hair Insulation
		47		
		48		
19	24	49		Tar Paper over Horse Hair Insulation
		50		
20	25	51		Tar Paper over Fiberglass Insulation
		52		

Results To: Enviro-Pro Via E-Mail: **envprolabresults@gmail.com** Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)			*Name (Print)*			*Name (Print)*		
T. Tchunashvili	10/23/18		Sarah Blomgren	10/23/18	413p			
Signature			Signature			Signature		

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Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway
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P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: S.S
Sampled Date: 10/24/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B**□□□□□□□□

Sample Received: 10/25/2018
PLM Analysis Date: 10/25/2018, 10/26/2018
TEM Analysis Date: 10/26/2018
Reported By: Turiana Moreira
Report Date: 10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material		Non□Fibrous Material	Asbestos	Total Asbestos
□	□□	Brown Homogenous Granular CELLAR - PLASTER BROWN COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	2% Cellulose	2% Cellulose	96% Non-Fibrous	**None Detected**	
□	□□	Brown Homogenous Granular 3RD FLOOR - PLASTER BROWN COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	1% Cellulose	2% Cellulose	97% Non-Fibrous	**None Detected**	
□	□□	Brown Homogenous Granular 4TH FLOOR - PLASTER BROWN COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	5% Cellulose	2% Cellulose	93% Non-Fibrous	**None Detected**	
□	□□	Brown Homogenous Granular 5TH FLOOR - PLASTER BROWN COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	2% Cellulose		98% Non-Fibrous	**None Detected**	
□	□□	Brown Homogenous Granular 7TH FLOOR - PLASTER BROWN COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	2% Cellulose		98% Non-Fibrous	**None Detected**	
□	□□	Brown Homogenous Granular 10TH FLOOR - PLASTER BROWN COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	5% Cellulose		95% Non-Fibrous	**None Detected**	
□	□□	Brown Homogenous Granular 11TH FLOOR - PLASTER BROWN COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	3% Cellulose		97% Non-Fibrous	**None Detected**	
□	□□	Brown Homogenous Granular 12TH FLOOR - PLASTER BROWN COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	2% Cellulose		98% Non-Fibrous	**None Detected**	
□	□□	Brown Homogenous Granular 15TH FLOOR - PLASTER BROWN COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	8% Cellulose		92% Non-Fibrous	**None Detected**	
□□	□□	White Homogenous Granular CELLAR - PLASTER WHITE COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	2% Cellulose		98% Non-Fibrous	**None Detected**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1031

□latan Dimitrijevic
Laboratory Director

Vanessa Gonzalez / Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: S.S
Sampled Date: 10/24/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B**□□□□□□□□

Sample Received: 10/25/2018
PLM Analysis Date: 10/25/2018, 10/26/2018
TEM Analysis Date: 10/26/2018
Reported By: Turiana Moreira
Report Date: 10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□	White Homogenous Granular 3RD FLOOR - PLASTER WHITE COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	5% Cellulose	95% Non-Fibrous	**None Detected**	
□□	□□	White Homogenous Granular 4TH FLOOR - PLASTER WHITE COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	3% Cellulose	97% Non-Fibrous	**None Detected**	
□□	□□	White Homogenous Granular 5TH FLOOR - PLASTER WHITE COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	4% Cellulose	96% Non-Fibrous	**None Detected**	
□□	□□	White Homogenous Granular 7TH FLOOR - PLASTER WHITE COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	6% Cellulose	94% Non-Fibrous	**None Detected**	
□□	□□	White Homogenous Granular 10TH FLOOR - PLASTER WHITE COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	5% Cellulose	95% Non-Fibrous	**None Detected**	
□□	□□	White / Brown Inhomogenous Granular 11TH FLOOR - PLASTER WHITE COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	8% Cellulose	92% Non-Fibrous	**None Detected**	
□□	□□	White / Brown Inhomogenous Granular 12TH FLOOR - PLASTER WHITE COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	4% Cellulose	96% Non-Fibrous	**None Detected**	
□□	□□	White / Brown Inhomogenous Granular 15TH FLOOR - PLASTER WHITE COAT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	9% Cellulose	91% Non-Fibrous	**None Detected**	
□□	□□	Brown / Beige Inhomogenous Fibrous CELLAR - GYPSUM BOARD	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	25% Cellulose	75% Gypsum	**None Detected**	
□□	□□	Brown / Beige Inhomogenous Fibrous 5TH FLOOR - GYPSUM BOARD	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	60% Cellulose	40% Gypsum	**None Detected**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1032

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Vanessa Gonzalez / Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

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Brooklyn NY 11229
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Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: S.S
Sampled Date: 10/24/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B**□□□□□□□□

Sample Received: 10/25/2018
PLM Analysis Date: 10/25/2018, 10/26/2018
TEM Analysis Date: 10/26/2018
Reported By: Turiana Moreira
Report Date: 10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□	Brown / Beige Inhomogenous Fibrous 15TH FLOOR - GYPSUM BOARD	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	10% Cellulose 5% Fiberglass	85% Gypsum	None Detected	
□□	□□	White Homogenous Granular CELLAR - GYPSUM BOARD JOINT COMPOUND	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	1% Cellulose	99% Non-Fibrous	None Detected	
□□	□□	White Homogenous Granular 5TH FLOOR - GYPSUM BOARD JOINT COMPOUND	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	3% Cellulose	97% Non-Fibrous	None Detected	
□□	□□	White Homogenous Granular 15TH FLOOR - GYPSUM BOARD JOINT COMPOUND	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	3% Cellulose	97% Non-Fibrous	None Detected	
□□	□□	Grey Homogenous Granular 4TH FLOOR - CERAMIC TILES SETTING BED	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	4% Cellulose	96% Non-Fibrous	None Detected	
□□	□□	Grey Homogenous Granular 7TH FLOOR - CERAMIC TILES SETTING BED	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	2% Cellulose	98% Non-Fibrous	None Detected	
□□	□□	Grey Homogenous Granular 9TH FLOOR - CERAMIC TILES SETTING BED	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	5% Cellulose	95% Non-Fibrous	None Detected	
□□	□□	White Homogenous Granular 4TH FLOOR - CERAMIC TILES GROUT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	1% Cellulose	99% Non-Fibrous	None Detected	
□□	□□	Grey Homogenous Granular 7TH FLOOR - CERAMIC TILES GROUT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	3% Cellulose	97% Non-Fibrous	None Detected	
□□	□□	White Homogenous Granular 9TH FLOOR - CERAMIC TILES GROUT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	1% Cellulose	99% Non-Fibrous	None Detected	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1033

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Vanessa Gonzalez / Michael □elada
PLM Analyst

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TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client:	**En□iro□Pro UnLTD Cor□**		Contract:	**BCRE**		**Metro Lab ID □□**	**B□□□□□□□□**
Address:	2721 □ings Highway		Client Job □:	□□□□□□□□			
	Brooklyn	NY 11229	Location:	□□□ □ **est End A□enue**			
	P: (718) 801-2231	F:		**NY**	**NY** □□□□□	Sample Received:	10/25/2018
Contact:	**Ye□ge Golubchi□**		Sampled By:	S.S		PLM Analysis Date:	10/25/2018, 10/26/2018
	M: (718) 801-2231		Sampled Date:	10/24/2018		TEM Analysis Date:	10/26/2018
	E: ygolubchik@env-pro.com		Turnaround Time:	24 hrs		Reported By:	Turiana Moreira
						Report Date:	10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□	Yellow Homogenous NOB 4TH FLOOR - WALL CERAMIC TILES GLUE	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e** **None Detected** **None Detected**	
□□	□□	Brown Homogenous NOB 7TH FLOOR - WALL CERAMIC TILES GLUE	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e** **None Detected** **None Detected**	
□□	□□	Brown Homogenous NOB 9TH FLOOR - WALL CERAMIC TILES GLUE	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e** **None Detected** **None Detected**	
□□	□□	Grey Homogenous Granular CELLAR - INTERIOR MORTAR	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	2% Cellulose	98% Non-Fibrous	**None Detected**	
□□	□□	Brown Homogenous Granular 5TH FLOOR - INTERIOR MORTAR	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	1% Cellulose	99% Non-Fibrous	**None Detected**	
□□	□□	Brown Homogenous Granular 15TH FLOOR - INTERIOR MORTAR	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	4% Cellulose	96% Non-Fibrous	**None Detected**	
□□	□□	Grey Homogenous Fibrous SUB-CELLAR - SPRAY ON FIREPROOFING	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	10% Cellulose 5% Fiberglass	80.6% Non-Fibrous	□□□□ **Chr□sotile**	□□□□
□□	□□	SUB-CELLAR - SPRAY ON FIREPROOFING	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Positi□e Sto□** **Not Anal□□ed**	
□□	□□	SUB-CELLAR - SPRAY ON FIREPROOFING	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Positi□e Sto□** **Not Anal□□ed**	
□□	□□	CELLAR - SPRAY ON FIREPROOFING	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Positi□e Sto□** **Not Anal□□ed**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1034

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Vanessa Gonzalez / Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client:	**En□iro□Pro UnLTD Cor□**		Contract:	**BCRE**		**Metro Lab ID □□**	**B□□□□□□□□**
Address:	2721 □ings Highway		Client Job □:	□□□□□□□□			
	Brooklyn	NY 11229	Location:	□□□ □ **est End A□enue**			
	P: (718) 801-2231	F:		**NY**	**NY** □□□□□	Sample Received:	10/25/2018
Contact:	**Ye□ge Golubchi□**		Sampled By:	S.S		PLM Analysis Date:	10/25/2018, 10/26/2018
	M: (718) 801-2231		Sampled Date:	10/24/2018		TEM Analysis Date:	10/26/2018
	E: ygolubchik@env-pro.com		Turnaround Time:	24 hrs		Reported By:	Turiana Moreira
						Report Date:	10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material		Non□Fibrous Material	Asbestos		Total Asbestos
□□	□□	CELLAR - SPRAY ON FIREPROOFING	NY ELAP 198.1				**Positi□e Sto□**	**Not Anal□□ed**	
			NY ELAP 198.6						
			NY ELAP 198.4						
□□	□□	CELLAR - SPRAY ON FIREPROOFING	NY ELAP 198.1				**Positi□e Sto□**	**Not Anal□□ed**	
			NY ELAP 198.6						
			NY ELAP 198.4						
□□	□□	CELLAR - SPRAY ON FIREPROOFING	NY ELAP 198.1				**Positi□e Sto□**	**Not Anal□□ed**	
			NY ELAP 198.6						
			NY ELAP 198.4						
□□	□□	Grey Homogenous Fibrous CELLAR - AIR CELL PIPE INSULATION	NY ELAP 198.1	8% Cellulose		88.6% Non-Fibrous	□□□□ **Chr□sotile**		□□□□
			NY ELAP 198.6						
			NY ELAP 198.4						
□□	□□	9TH FLOOR - AIR CELL PIPE INSULATION	NY ELAP 198.1				**Positi□e Sto□**	**Not Anal□□ed**	
			NY ELAP 198.6						
			NY ELAP 198.4						
□□	□□	15TH FLOOR - AIR CELL PIPE INSULATION	NY ELAP 198.1				**Positi□e Sto□**	**Not Anal□□ed**	
			NY ELAP 198.6						
			NY ELAP 198.4						
□□	□□	Grey Homogenous Fibrous CELLAR - AIR CELL PIPE ELBOW INSULATION	NY ELAP 198.1	4% Cellulose	50% Fiberglass	46% Non-Fibrous		**None Detected**	
			NY ELAP 198.6						
			NY ELAP 198.4						
□□	□□□	Grey Homogenous Fibrous 9TH FLOOR - AIR CELL PIPE ELBOW INSULATION	NY ELAP 198.1	10% Cellulose	35% Fiberglass	55% Non-Fibrous		**None Detected**	
			NY ELAP 198.6						
			NY ELAP 198.4						
□□	□□□	Grey Homogenous Fibrous 15TH FLOOR - AIR PIPE ELBOW INSULATION	NY ELAP 198.1	8% Cellulose	20% Fiberglass	72% Non-Fibrous		**None Detected**	
			NY ELAP 198.6						
			NY ELAP 198.4						
□□	□□□	Grey Homogenous Fibrous SUB-CELLAR - BOILER ROOM - FIBER GLASS PIPE ELBOW INSULATION	NY ELAP 198.1	10% Cellulose	40% Fiberglass	50% Non-Fibrous		**None Detected**	
			NY ELAP 198.6						
			NY ELAP 198.4						

Comments	Equipment	PLM SCOPE Nikon Optiphot-2 TEM SCOPE □1 - Hitachi H-600

1035

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NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: S.S
Sampled Date: 10/24/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B□□□□□□□□**

Sample Received: 10/25/2018
PLM Analysis Date: 10/25/2018, 10/26/2018
TEM Analysis Date: 10/26/2018
Reported By: Turiana Moreira
Report Date: 10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material		Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□□	Grey Homogenous Fibrous SUB-CELLAR - BOILER ROOM - FIBER GLASS PIPE ELBOW INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	5% Cellulose	45% Fiberglass	50% Non-Fibrous	**None Detected**	
□□	□□□	Grey Homogenous Fibrous SUB-CELLAR - BOILER ROOM - FIBER GLASS PIPE ELBOW INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	15% Cellulose	30% Fiberglass	55% Non-Fibrous	**None Detected**	
□□	□□□	Grey Homogenous Fibrous SUB-CELLAR - BOILER ROOM - BOILER BREECHING INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	10% Cellulose	40% Fiberglass	50% Non-Fibrous	**None Detected**	
□□	□□□	Grey Homogenous Fibrous SUB-CELLAR - BOILER ROOM - BOILER BREECHING INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	5% Cellulose	35% Fiberglass	60% Non-Fibrous	**None Detected**	
□□	□□□	Grey Homogenous Fibrous SUB-CELLAR - BOILER ROOM - BOILER BREECHING INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	10% Cellulose	30% Fiberglass	60% Non-Fibrous	**None Detected**	
□□	□□□	Grey Homogenous Fibrous SUB-CELLAR - BOILER ROOM - DUCT INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	5% Cellulose	35% Fiberglass	60% Non-Fibrous	**None Detected**	
□□	□□□	Grey Homogenous Fibrous SUB-CELLAR - BOILER ROOM - DUCT INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	60% Fiberglass		40% Non-Fibrous	**None Detected**	
□□	□□□	Grey Homogenous Fibrous SUB-CELLAR - BOILER ROOM - DUCT INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	20% Cellulose	50% Cellulose	30% Non-Fibrous	**None Detected**	
□□	□□□	Grey Homogenous Fibrous 4TH FLOOR - RADIATOR COVER INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	10% Cellulose		86.6% Non-Fibrous	□□□□ **Chr□sotile**	□□□□
□□	□□□	8TH FLOOR - RADIATOR COVER INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4				**Positi□e Sto□** **Not Anal□□ed**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1036

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PLM Analyst

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NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: S.S
Sampled Date: 10/24/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B□□□□□□□□**

Sample Received: 10/25/2018
PLM Analysis Date: 10/25/2018, 10/26/2018
TEM Analysis Date: 10/26/2018
Reported By: Turiana Moreira
Report Date: 10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□□	15TH FLOOR - RADIATOR COVER INSULATION	NY ELAP 198.1			**Positi□e Sto□** **Not Anal□□ed**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□	□□□	Brown Homogenous Fibrous 4TH FLOOR - RADIATOR COVER TRANSITE	NY ELAP 198.1	8% Cellulose	89% Non-Fibrous	□□□□ **Chr□sotile**	□□□□
			NY ELAP 198.6				
			NY ELAP 198.4				
□□	□□□	8TH FLOOR - RADIATOR COVER TRANSITE	NY ELAP 198.1			**Positi□e Sto□** **Not Anal□□ed**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□	□□□	15TH FLOOR - RADITOR COVER TRANSITE	NY ELAP 198.1			**Positi□e Sto□** **Not Anal□□ed**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□	□□□	Grey Homogenous Granular CELLAR FLOOR - FLOOR LEVELING	NY ELAP 198.1	4% Cellulose	96% Non-Fibrous	**None Detected**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□	□□□	Grey Homogenous Granular 8TH FLOOR - FLOOR LEVELING	NY ELAP 198.1	5% Cellulose	95% Non-Fibrous	**None Detected**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□	□□□	Grey Homogenous Granular 15TH FLOOR - FLOOR LEVELING	NY ELAP 198.1	3% Cellulose	97% Non-Fibrous	**None Detected**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□	□□□	Black Homogenous NOB 9TH FLOOR - COR□ PIPE INSULATION	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□	□□□	Black Homogenous NOB 9TH FLOOR - COR□ PIPE INSULATION	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□	□□□	Black Homogenous NOB 15TH FLOOR - COR□ PIPE INSULATION	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

□latan Dimitrijevic
Laboratory Director

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PLM Analyst

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NVLAP Lab Code □□□□□□

1037

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
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E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: S.S
Sampled Date: 10/24/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B□□□□□□□□**

Sample Received: 10/25/2018
PLM Analysis Date: 10/25/2018, 10/26/2018
TEM Analysis Date: 10/26/2018
Reported By: Turiana Moreira
Report Date: 10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□□	Black Homogenous NOB 9TH FLOOR - TAR OVER PIPE INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected** **None Detected**	
□□	□□□	Black Homogenous NOB 9TH FLOOR - TAR OVER PIPE INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected** **None Detected**	
□□	□□□	Black Homogenous NOB 15TH FLOOR - TAR OVER PIPE INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected** **None Detected**	
□□	□□□	Black Homogenous NOB SUB-CELLAR - TAR UNDER CONCRETE	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 □□□ **Chr□sotile** **Not Anal□□ed**	□□□□
□□	□□□	Black Homogenous NOB SUB-CELLAR - TAR UNDER CONCRETE	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed** **Not Anal□□ed**	
□□	□□□	Black Homogenous NOB INTERIOR THROUGHOUT - INTERIOR WALL TAR	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 □□□ **Chr□sotile** **Not Anal□□ed**	□□□□
□□	□□□	Black Homogenous NOB INTERIOR THROUGHOUT - INTERIOR WALL TAR	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed** **Not Anal□□ed**	
□□	□□□	Black Homogenous NOB INTERIOR THROUGHOUT - INTERIOR WALL TAR	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed** **Not Anal□□ed**	
□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - CONCEALED WINDOW FRAME CAUL□ING	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 □□□ **Chr□sotile** **Not Anal□□ed**	□□□□
□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - CONCEALED WINDOW FRAME CAUL□ING	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed** **Not Anal□□ed**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1038

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PLM Analyst

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TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client:	**En□iro□Pro UnLTD Cor□**		Contract:	**BCRE**		**Metro Lab ID □□**	**B□□□□□□□□**
Address:	2721 □ings Highway		Client Job □:	□□□□□□□□			
	Brooklyn	NY 11229	Location:	□□□ □ **est End A□enue**			
	P: (718) 801-2231	F:		**NY**	**NY** □□□□□	Sample Received:	10/25/2018
Contact:	**Ye□ge Golubchi□**		Sampled By:	S.S		PLM Analysis Date:	10/25/2018, 10/26/2018
	M: (718) 801-2231		Sampled Date:	10/24/2018		TEM Analysis Date:	10/26/2018
	E: ygolubchik@env-pro.com		Turnaround Time:	24 hrs		Reported By:	Turiana Moreira
						Report Date:	10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos		Total Asbestos
□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - CONCEALED WINDOW FRAME CAUL□ING	NY ELAP 198.1					
			NY ELAP 198.6			**Positi□e Sto□**	**Not Anal□□ed**	
			NY ELAP 198.4				**Not Anal□□ed**	
□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - 2□4 CEILING TILES	NY ELAP 198.1					
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**	
			NY ELAP 198.4				**None Detected**	
□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - 2□4 CEILING TILES	NY ELAP 198.1					
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**	
			NY ELAP 198.4				**None Detected**	
□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - 2□4 CEILING TILES	NY ELAP 198.1					
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**	
			NY ELAP 198.4				**None Detected**	
□□	□□□	Grey Homogenous NOB 1ST FLOOR - THROUGHOUT - 1□1 CEILING TILES	NY ELAP 198.1					
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**	
			NY ELAP 198.4				**None Detected**	
□□	□□□	Grey Homogenous NOB 1ST FLOOR - THROUGHOUT - 1□1 CEILING TILES	NY ELAP 198.1					
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**	
			NY ELAP 198.4				**None Detected**	
□□	□□□	Yellow Homogenous NOB 1ST FLOOR - THROUGHOUT - CARPET GLUE	NY ELAP 198.1					
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**	
			NY ELAP 198.4				**None Detected**	
□□	□□□	Yellow Homogenous NOB 1ST FLOOR - THROUGHOUT - CARPET GLUE	NY ELAP 198.1					
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**	
			NY ELAP 198.4				**None Detected**	
□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - BATHROOM CAUL□ING	NY ELAP 198.1					
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**	
			NY ELAP 198.4				**None Detected**	
□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - BATHROOM CAUL□ING	NY ELAP 198.1					
			NY ELAP 198.6			**Inconclusi□e**	**None Detected**	
			NY ELAP 198.4				**None Detected**	

Comments	Equipment	PLM SCOPE Nikon Optiphot-2 TEM SCOPE □1 - Hitachi H-600

1039

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PLM Analyst

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TEM Analyst

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Address: 2721 □ings Highway
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P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
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E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: S.S
Sampled Date: 10/24/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B□□□□□□□□**

Sample Received: 10/25/2018
PLM Analysis Date: 10/25/2018, 10/26/2018
TEM Analysis Date: 10/26/2018
Reported By: Turiana Moreira
Report Date: 10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - BATHROOM CAUL□ING	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected	None Detected
□□	□□□	White Homogenous NOB INTERIOR THROUGHOUT - WHITE BASEBOARD MOLDING (NEW)	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected	None Detected
□□	□□□	White Homogenous NOB INTERIOR THROUGHOUT - WHITE BASEBOARD MOLDING (NEW)	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected	None Detected
□□	□□□	White Homogenous NOB INTERIOR THROUGHOUT - WHITE BASEBOARD MOLDING (NEW)	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected	None Detected
□□	□□□	Black Homogenous NOB CELLAR - BLAC□ BASE BOARD MOLDING (OLD)	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected	None Detected
□□	□□□	Black Homogenous NOB CELLAR - BLAC□ BASE BOARD MOLDING (OLD)	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected	None Detected
□□	□□□	Black Homogenous NOB SUB-CELLAR - MANAGER OFFICE - 12□12 SELF ADHESIVE FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected	None Detected
□□	□□□	Black Homogenous NOB SUB-CELLAR - MANAGER OFFICE - 12□12 SELF ADHESIVE FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected	None Detected
□□	□□□	Black Homogenous NOB CELLAR - MASTIC UNDER 9□9 CHEC□ERED FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected	None Detected
□□□	□□□	Black Homogenous NOB CELLAR - MASTIC UNDER 9□9 CHEC□ERED FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected	None Detected

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1040

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NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway
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E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: S.S
Sampled Date: 10/24/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B□□□□□□□□**

Sample Received: 10/25/2018
PLM Analysis Date: 10/25/2018, 10/26/2018
TEM Analysis Date: 10/26/2018
Reported By: Turiana Moreira
Report Date: 10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□□	□□□	Brown Homogenous NOB CELLAR - 9□9 CHEC□ERED FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e None Detected** □□□ **Chr□sotile**	□□□
□□□	□□□	Brown Homogenous NOB CELLAR - 9□9 CHEC□ERED FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e None Detected** **Positi□e Sto□ Not Anal□ed**	
□□□	□□□	Black Homogenous NOB CELLAR - ROOM □1 - MASTIC UNDER 12□12 CHEC□ERED FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e None Detected** **None Detected**	
□□□	□□□	Black Homogenous NOB CELLAR - ROOM □1 - MASTIC UNDER 12□12 CHEC□ERED FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e None Detected** **None Detected**	
□□□	□□□	Black Homogenous NOB CELLAR - ROOM □1 - 12□12 CHEC□ERED FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e None Detected** **None Detected**	
□□□	□□□	Black Homogenous NOB CELLAR - ROOM □1 - 12□12 CHEC□ERED FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e None Detected** **None Detected**	
□□□	□□□	Black Homogenous NOB CELLAR - HALLWAY - MASTIC UNDER BOTTOM LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e None Detected** **Chr□sotile □Trace**	
□□□	□□□	Black Homogenous NOB CELLAR - HALLWAY - MASTIC UNDER BOTTOM LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e None Detected** **Chr□sotile □Trace**	
□□□	□□□	Beige Homogenous NOB CELLAR - HALLWAY - BOTTOM LAYER FLOOR TILES UNDER 12□12 FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e None Detected** **None Detected**	
□□□	□□□	Beige Homogenous NOB CELLAR - HALLWAY - BOTTOM LAYER FLOOR TILES UNDER 12□12 FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e None Detected** □□□□ **Chr□sotile**	□□□□

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1041

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NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client:	**En□iro□Pro UnLTD Cor□**		Contract:	**BCRE**		**Metro Lab ID □□**	**B□□□□□□□□**
Address:	2721 □ings Highway		Client Job □:	□□□□□□□□			
	Brooklyn	NY 11229	Location:	□□□ □ **est End A□enue**			
	P: (718) 801-2231	F:		**NY**	**NY** □□□□□	Sample Received:	10/25/2018
Contact:	**Ye□ge Golubchi□**		Sampled By:	S.S		PLM Analysis Date:	10/25/2018, 10/26/2018
	M: (718) 801-2231		Sampled Date:	10/24/2018		TEM Analysis Date:	10/26/2018
	E: ygolubchik@env-pro.com		Turnaround Time:	24 hrs		Reported By:	Turiana Moreira
						Report Date:	10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□□	□□□	Beige Homogenous NOB CELLAR - HALLWAY - 12□12 FLOOR TILES TOP LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**Positi□e Sto□** **Not Anal□□ed**	
□□□	□□□	Beige Homogenous NOB CELLAR - HALLWAY - 12□12 FLOOR TILES TOP LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**Positi□e Sto□** **Not Anal□□ed**	
□□□	□□□	Black Homogenous NOB CELLAR - STAIR LANDING - MASTIC UNDER 12□12 RED FLOOR TILES	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Black Homogenous NOB 1ST FLOOR - STAIR LANDING - MASTIC UNDER 12□12 RED FLOOR TILES	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Red Homogenous NOB CELLAR - STAIR LANDING - 12□12 RED FLOOR TILES	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Red Homogenous NOB 1ST FLOOR - STAIR LANDING - 12□12 RED FLOOR TILES	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Black Homogenous NOB ELEVATOR - 12□12 BLAC□ FLOOR TILES	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Black Homogenous NOB ROOF - ENTRANCE BY ELEVATOR - 12□12 BLAC□ FLOOR TILES	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Black Homogenous NOB INTERIOR THROUGHOUT - TAR PAPER BOTTOM LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Black Homogenous NOB INTERIOR THROUGHOUT - TAR PAPER BOTTOM LAYER	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1042

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NYS ELAP ID □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client:	**En□iro□Pro UnLTD Cor□**		Contract:	**BCRE**		**Metro Lab ID □□**	**B□□□□□□□□**
Address:	2721 □ings Highway		Client Job □:	□□□□□□□□			
	Brooklyn	NY 11229	Location:	□□□ □ **est End A□enue**			
	P: (718) 801-2231	F:		**NY**	**NY** □□□□□	Sample Received:	10/25/2018
Contact:	**Ye□ge Golubchi□**		Sampled By:	S.S		PLM Analysis Date:	10/25/2018, 10/26/2018
	M: (718) 801-2231		Sampled Date:	10/24/2018		TEM Analysis Date:	10/26/2018
	E: ygolubchik@env-pro.com		Turnaround Time:	24 hrs		Reported By:	Turiana Moreira
						Report Date:	10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□□	□□□	Black Homogenous NOB INTERIOR THROUGHOUT - TAR PAPER BOTTOM LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□□	□□□	Black Homogenous NOB INTERIOR THROUGHOUT - TAR PAPER BOTTOM LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□□	□□□	Red Homogenous NOB INTERIOR THROUGHOUT - FLOORING MATERIAL TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** □□□□ **Chr□sotile**	□□□□
□□□	□□□	Red / Black Homogenous NOB INTERIOR THROUGHOUT - FLOORING MATERIAL TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **Positi□e Sto□**	 **None Detected** **Not Anal□□ed**
□□□	□□□	Yellow Homogenous NOB INTERIOR THROUGHOUT - FLOORING MATERIAL TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **Positi□e Sto□**	 **None Detected** **Not Anal□□ed**
□□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - FLOORING MATERIAL TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **Positi□e Sto□**	 **None Detected** **Not Anal□□ed**
□□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - FLOORING MATERIAL TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **Positi□e Sto□**	 **None Detected** **Not Anal□□ed**
□□□	□□□	Red / Black Homogenous NOB INTERIOR THROUGHOUT - FLOORING MATERIAL TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **Positi□e Sto□**	 **None Detected** **Not Anal□□ed**
□□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	

Comments	Equipment	PLM SCOPE Nikon Optiphot-2 TEM SCOPE □1 - Hitachi H-600

1043

□latan Dimitrijevic
Laboratory Director

Vanessa Gonzalez / Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client:	**En□iro□Pro UnLTD Cor□**	Contract:	**BCRE**	**Metro Lab ID □□**	**B□□□□□□□□**
Address:	2721 □ings Highway	Client Job □:	□□□□□□□□		
	Brooklyn NY 11229	Location:	□□□ □ **est End A□enue**		
	P: (718) 801-2231 F:		**NY** **NY** □□□□□	Sample Received:	10/25/2018
Contact:	**Ye□ge Golubchi□**	Sampled By:	S.S	PLM Analysis Date:	10/25/2018, 10/26/2018
	M: (718) 801-2231	Sampled Date:	10/24/2018	TEM Analysis Date:	10/26/2018
	E: ygolubchik@env-pro.com	Turnaround Time:	24 hrs	Reported By:	Turiana Moreira
				Report Date:	10/27/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - FLOOR TILES	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Brown Homogenous NOB INTERIOR THROUGHOUT - LINOLEUM	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Grey Homogenous NOB INTERIOR THROUGHOUT - LINOLEUM	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Black Homogenous NOB INTERIOR THROUGHOUT - LINOLEUM	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Grey Homogenous Granular E□TERIOR THROUGHOUT - MORTAR	NY ELAP 198.1	3% Cellulose	97% Non-Fibrous	**None Detected**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□□	□□□	Grey Homogenous Granular E□TERIOR THROUGHOUT - MORTAR	NY ELAP 198.1	1% Cellulose	99% Non-Fibrous	**None Detected**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□□	□□□	Grey Homogenous Granular E□TERIOR THROUGHOUT - MORTAR	NY ELAP 198.1	1% Cellulose	99% Non-Fibrous	**None Detected**	
			NY ELAP 198.6				
			NY ELAP 198.4				
□□□	□□□	Brown Homogenous NOB E□TERIOR THROUGHOUT - WINDOW FRAME CAUL□	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Brown Homogenous NOB E□TERIOR THROUGHOUT - WINDOW FRAME CAUL□	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	
□□□	□□□	Brown Homogenous NOB E□TERIOR THROUGHOUT - WINDOW FRAME CAUL□	NY ELAP 198.1				
			NY ELAP 198.6			**Inconclusi□e** **None Detected**	
			NY ELAP 198.4			**None Detected**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1044

□latan Dimitrijevic
Laboratory Director

Vanessa Gonzalez / Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□

Sampled By: S.S
Sampled Date: 10/24/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B□□□□□□□□**

Sample Received: 10/25/2018
PLM Analysis Date: 10/25/2018, 10/26/2018
TEM Analysis Date: 10/26/2018
Reported By: Turiana Moreira
Report Date: 10/27/2018

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Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□□	□□□	Grey Homogenous NOB 4TH FLOOR - APT. 410 - 12□12 SELF ADHESIVE FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□□	□□□	Grey Homogenous NOB 4TH FLOOR - APT. 410 - 12□12 SELF ADHESIVE FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□□	□□□	Beige Homogenous NOB 12TH FLOOR - APT. 1209A - FLOOR LINOLEUM	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 □□□□ **Chr□sotile** **Not Anal□□ed**	□□□□
□□□	□□□	Beige Homogenous NOB 14TH FLOOR - APT. 1411 - FLOOR LINOLEUM	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed**	
□□□	□□□	Beige Homogenous NOB 14TH FLOOR - APT. 1416 - FLOOR LINOLEUM	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

□latan Dimitrijevic
Laboratory Director

Vanessa Gonzalez / Michael □elada
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

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Report Notes

General Notes and Disclaimers

• The samples analyzed in this report were not collected by this laboratory - they were received from the client, or an agent of the client, in good condition, unless otherwise noted.

• All results are calculated based on client-provided measurements.

• The report shall not be reproduced, except in full, without the written approval of the laboratory.

• This report relates only to the samples tested. It may not be used by the client to claim project endorsement by NVLAP, NYS ELAP, or any other government agency.

• All samples will be properly disposed of after 60 days.

• Quality Control data (including 95% confidence limits, laboratory / analysis accuracy and precision) is available upon request.

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Notes Regarding Asbestos Testing

• Air Sample Analysis by Phase Contrast Microscopy (PCM) adheres to Method NIOSH-7400. Results < 7 fibers / mm^2 are statistically insignificant.

• Percentages are calculated using the EPA equivalent Stratified Point-Count Method.

• Bulk Sample Analysis by Polarized Light Microscopy (PLM) Friable adheres to EPA/600/M4-082-20 or NYS ELAP 198.1.

• Bulk Sample Analysis by Polarized Light Microscopy (PLM) NOB adheres to NYS ELAP 198.6. This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.

• All inhomogeneous layers of the bulk samples were analyzed separately.

• Analytical results are sometimes based on the residue percentage(s) provided by the client along with the filters. Trace denotes asbestos detected at < 1%. Smiliarly, samples below quantitation limit (RL) are reported with a less than sign (□).

• Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

• Bulk Sample Analysis by Transmission Electron Microscopy (TEM) NOB adheres to NYS ELAP Method 198.4.

• Air Sample Analysis by Transmission Electron Microscopy (TEM) adheres to Method EPA CFR Part 763 Final Rule (AHERA).

• Air Sample Analysis by Transmission Electron Microscopy (TEM) Worksheets are available upon request.

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www.env-pro.com
info@env-pro.com

SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
10/24/2018	*08:30-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko* *B. Basilashvili* T. Tchunashvili	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: X PLM (198.1); X PLM (198.6); X TEM (198.4);

Laboratory: ☐ AmeriSci; ELAP No. 11480; ☐ ALAC; ELAP No. 11605; X Metro; ELAP No. 12003

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X 24 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;

B1810073

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
21	26	53	Cellar	Plaster Brown Coat
		54	3rd Floor	
		55	4th Floor	
		56	5th Floor	
		57	7th Floor	
		58	10th Floor	
		59	11th Floor	
		60	12th Floor	
		61	15th Floor	
	27	62	Cellar	Plaster White Coat
		63	3rd Floor	
		64	4th Floor	
		65	5th Floor	
		66	7th Floor	
		67	10th Floor	
		68	11th Floor	
		69	12th Floor	
		70	15th Floor	
22	28	71	Cellar	Gypsum Board
		72	5th Floor	
		73	15th Floor	

Results To: Enviro-Pro Via E-Mail: **envprolabresults@gmail.com** Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)	10/25/18		*Name (Print)*	10/25/18	4:17pm	*Name (Print)*		
S. Saginashvili			Sarah Blomgren					
Signature			Signature			Signature		

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SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
10/24/2018	*08:30-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko* *B. Basilashvili* T. Tchunashvili	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: X **PLM (198.1)**; X **PLM (198.6)**; X **TEM (198.4)**;

Laboratory: ☐ ***AmeriSci***; ELAP No. ***11480*** ☐ **ALAC**; ELAP No. ***11605*** X **Metro**; ELAP No. ***12003***

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X **24 Hr.**, ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: **STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;** B1810073

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
23	29	74	Cellar	Gypsum Board Joint Compound
		75	5th Floor	
		76	15th Floor	
24	30	77	4th Floor	Ceramic Tiles Setting Bed
		78	7th Floor	
		79	9th Floor	
25	31	80	4th Floor	Ceramic Tiles Grout
		81	7th Floor	
		82	9th Floor	
26	32	83	4th Floor	Wall Ceramic Tiles Glue
		84	7th Floor	
		85	9th Floor	
27	33	86	Cellar	Interior Mortar
		87	5th Floor	
		88	15th Floor	
28	34	89	Sub-Cellar	Spray on Fireproofing
		90		
		91		
		92	Cellar	
		93		
		94		
		95		

Results To: Enviro-Pro Via E-Mail: **envprolabresults@gmail.com** Other _____

Site			Laboratory					
Relinquished By	**Date**	**Time**	**Received By**	**Date**	**Time**	**Analyzed By**	**Date**	**Time**
Name (Print)	10/25/18		***Name (Print)***	10/25/18	4:17pm	***Name (Print)***		
T. Tchunashvili			Sarah Blangero					
Signature			**Signature**			**Signature**		

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SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
10/24/2018	*08:30-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko, B. Basilashvili, T. Tchunashvili*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: X PLM (198.1); X PLM (198.6); X TEM (198.4);

Laboratory: ☐ AmeriSci; ELAP No. 11480; ☐ ALAC; ELAP No. 11605; X Metro; ELAP No. 12003

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X 24 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;

B18100 713

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
29	35	96	Cellar	Air Cell Pipe Insulation
		97	9th Floor	
		98	15th Floor	
	36	99	Cellar	Air Cell Pipe Elbow Insulation
		100	9th Floor	
		101	15th Floor	
30	37	102	Sub-Cellar – Boiler Room	Fiber Glass Pipe Elbow Insulation
		103		
		104		
31	38	105		Boiler Breeching Insulation
		106		
		107		
32	39	108		Duct Insulation
		109		
		110		
33	40	111	4th Floor	Radiator Cover Insulation
		112	8th Floor	
		113	15th Floor	
34	41	114	4th Floor	Radiator Cover Transite
		115	8th Floor	
		116	15th Floor	

Results To: Enviro-Pro Via E-Mail: envprolabresults@gmail.com Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)			*Name (Print)*			*Name (Print)*		
T. Tchunashvili	10/25/18		Sarah Blomgren	10/25/18	417p			
Signature			**Signature**			**Signature**		

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SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
10/24/2018	*08:30-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko* *B. Basilashvili* T. Tchunashvili	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: X PLM (198.1)
X PLM (198.6);
X TEM (198.4);

Laboratory: ☐ AmeriSci; ELAP No. 11480
☐ ALAC; ELAP No. 11605
X Metro; ELAP No. 12003

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X 24 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP; B18030 713

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
35	42	117	Cellar Floor	Floor Leveling
		118	8th Floor	
		119	15th Floor	
36	43	120	9th Floor	Cork Pipe Insulation
		121	9th Floor	
		122	15th Floor	
37	44	123	9th Floor	Tar over Pipe Insulation
		124	9th Floor	
		125	15th Floor	
38	45	126	Sub-Cellar	Tar under Concrete
		127		
39	46	128	Interior Throughout	Interior Wall Tar
		129		
		130		
40	47	131		Concealed Window Frame Caulking
		132		
		133		
41	48	134		2x4 Ceiling Tiles
		135		
		136		

Results To: Enviro-Pro Via E-Mail: envprolabresults@gmail.com Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)			*Name (Print)*			*Name (Print)*		
T. Tchunashvili	10/25/18		Sarah Blomgren	10/25/18	417p			
Signature			Signature			Signature		

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10/24/2018	*08:30-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko, B. Basilashvili, T. Tchunashvili*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: X PLM (198.1); X PLM (198.6); X TEM (198.4);

Laboratory: ☐ AmeriSci; ELAP No. 11480; ☐ ALAC; ELAP No. 11605; X Metro; ELAP No. 12003

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X 24 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP; B1810078

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
42	49	137	1st Floor – Throughout	1x1 Ceiling Tiles
		138		
43	50	139		Carpet Glue
		140		
44	51	141	Interior Throughout	Bathroom Caulking
		142		
		143		
45	52	144		White Baseboard Molding (New)
		145		
		146		
46	53	147	Cellar	Black Base Board Molding (Old)
		148		
47	54	149	Sub- Cellar – Manager Office	12x12 Self-adhesive Floor Tiles
		150		
48	55	151	Cellar	Mastic under 9x9 Checkered Floor Tiles
		152		
49	56	153		9x9 Checkered Floor Tiles
		154		
50	57	155	Cellar – Room #1	Mastic under 12x12 Checkered Floor Tiles
		156		
51	58	157		12x12 Checkered Floor Tiles
		158		

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Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)			*Name (Print)*			*Name (Print)*		
T. Tchunashvili	10/25/18		Sarah Blomgren	10/25/18	417p			
Signature			**Signature**			**Signature**		

Enviro-Pro
ENVIRONMENTAL & ENGINEERING CONSULTING

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262 West 38th Street
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New York, NY 10018

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1 (347) 824-2024 (Fax)
www.env-pro.com
info@env-pro.com

SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
10/24/2018	*08:30-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko, B. Basilashvili, T. Tchunashvili*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: X **PLM (198.1)**; X **PLM (198.6)**; X **TEM (198.4)**;

Laboratory: ☐ ***AmeriSci***; ELAP No. ***11480*** ☐ **ALAC**; ELAP No. ***11605*** X **Metro**; ELAP No. ***12003***

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X **24 Hr.**, ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: **STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;** B18100713

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
52	59	159	Cellar - Hallway	Mastic under Bottom Layer
		160		
53	60	161		Bottom Layer Floor Tiles under 12x12 Floor Tiles
		162		
	61	163		12x12 Floor Tiles Top Layer
		164		
54	62	165	Cellar – Stair Landing	Mastic under 12x12 Red Floor Tiles
		166	1st Floor – Stair Landing	
55	63	167	Cellar – Stair Landing	12x12 Red Floor Tiles
		168	1st Floor – Stair Landing	
56	64	169	Elevator	12x12 Black Floor Tiles
		170	Roof – Entrance by Elevator	
57	65	171	Interior Throughout	Tar Paper Bottom Layer
		172		
		173		
		174		
58	66	175		Flooring Material Top Layer
		176		
		177		
		178		
		179		
		180		

Results To: Enviro-Pro Via E-Mail: **envprolabresults@gmail.com** Other _____

Site			Laboratory					
Relinquished By	**Date**	**Time**	**Received By**	**Date**	**Time**	**Analyzed By**	**Date**	**Time**
Name (Print)			***Name (Print)***			***Name (Print)***		
T. Tchunashvili	10/25/18		Sarah Blangero	10/26/18	417p			
Signature			**Signature**			**Signature**		

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SAMPLING CHAIN-OF-CUSTODY FORM

PAGE (10 OF 10)

Date Collected:	Time:	Project Name:	Client:
10/24/2018	*08:30-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko, B. Basilashvili, T. Tchunashvili*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: X **PLM (198.1)**; X **PLM (198.6)**; X **TEM (198.4)**;

Laboratory: ☐ ***AmeriSci***; ELAP No. ***11480***; ☐ **ALAC**; ELAP No. ***11605***; X **Metro**; ELAP No. ***12003***

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X **24 Hr.**, ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: **STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;**

B1810073

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
59	67	181	Interior Throughout	Floor Tiles
		182		Floor Tiles
		183		Floor Tiles
60	68	184		Linoleum
		185		Linoleum
		186		Linoleum
61	69	187	Exterior Throughout	Mortar
		188		Mortar
		189		Mortar
62	70	190		Window Frame Caulk
		191		Window Frame Caulk
		192		Window Frame Caulk

Results To: Enviro-Pro Via E-Mail: **envprolabresults@gmail.com** Other _____

Site			Laboratory					
Relinquished By	**Date**	**Time**	**Received By**	**Date**	**Time**	**Analyzed By**	**Date**	**Time**
Name (Print)	10/25/18		***Name (Print)***	10/25/18	4:10	***Name (Print)***		
T. Tchunashvili			Sarah Blomgren					
Signature			**Signature**			**Signature**		

B1810073

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SAMPLING CHAIN-OF-CUSTODY FORM

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Date Collected:	Time:	Project Name:	Client:
10/25/2018	*08:30-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko, B. Basilashvili, T. Tchunashvili*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: X PLM (198.1); X PLM (198.6); X TEM (198.4);

Laboratory: ☐ AmeriSci; ELAP No. 11480; ☐ ALAC; ELAP No. 11605; X Metro; ELAP No. 12003

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X 24 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
63	71	193	4th Floor – Apt.410	12x12 Self Adhesive Floor Tiles
		194		
64	72	195	12th Floor – Apt. 1209 A	Floor Linoleum
		196	14th Floor – Apt. 1411	
		197	14th Floor – Apt. 1416	

Results To: Enviro-Pro Via E-Mail: envprolabresults@gmail.com Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)			Name (Print)			Name (Print)		
B. Basilashvili	10.26.18		Gia Le	10/26/18	3:06			
Signature			Signature			Signature		
B.								

METRO ANALYTICAL LABORATORIES
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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est Tend A□enue**
NY **NY** □□□□□
Sampled By: T.L. , S.S
Sampled Date: 11/13/2018
Turnaround Time: 24 hrs

Metro Lab ID □□ **B**□□□□□□□□

Sample Received: 11/13/2018
PLM Analysis Date: 11/13/2018
TEM Analysis Date: 11/14/2018
Reported By: Johan Mantuano
Report Date: 11/14/2018

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos		Total Asbestos
□	□□□	Red Homogenous NOB SUB-CELLAR AND CELLAR - RED SEALANT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** □□□ **Chr□sotile**	 **None Detected**	□□□
□	□□□	Red Homogenous NOB SUB-CELLAR AND CELLAR - RED SEALANT	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **Positi□e Sto□**	 **None Detected** **Not Anal□ed**	
□	□□□	Yellow Homogenous NOB GROUND FLOOR - □IYTCHEN - WALL CERAMIC TILES GLUE	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** 	 **None Detected** **None Detected**	
□	□□□	Yellow Homogenous NOB GROUND FLOOR - □IYTCHEN - WALL CERAMIC TILES GLUE	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** 	 **None Detected** **None Detected**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □2 - Hitachi H-7000

□latan Dimitrijevic
Laboratory Director

Reda Abdelmalak
PLM Analyst

David Rivera
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□

1055

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Report Notes

General Notes and Disclaimers

• The samples analyzed in this report were not collected by this laboratory - they were received from the client, or an agent of the client, in good condition, unless otherwise noted.

• All results are calculated based on client-provided measurements.

• The report shall not be reproduced, except in full, without the written approval of the laboratory.

• This report relates only to the samples tested. It may not be used by the client to claim project endorsement by NVLAP, NYS ELAP, or any other government agency.

• All samples will be properly disposed of after 60 days.

• Quality Control data (including 95% confidence limits, laboratory / analysis accuracy and precision) is available upon request.

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Notes Regarding Asbestos Testing

• Air Sample Analysis by Phase Contrast Microscopy (PCM) adheres to Method NIOSH-7400. Results < 7 fibers / mm^2 are statistically insignificant.

• Percentages are calculated using the EPA equivalent Stratified Point-Count Method.

• Bulk Sample Analysis by Polarized Light Microscopy (PLM) Friable adheres to EPA/600/M4-082-20 or NYS ELAP 198.1.

• Bulk Sample Analysis by Polarized Light Microscopy (PLM) NOB adheres to NYS ELAP 198.6. This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.

• All inhomogeneous layers of the bulk samples were analyzed separately.

• Analytical results are sometimes based on the residue percentage(s) provided by the client along with the filters. Trace denotes asbestos detected at < 1%. Smiliarly, samples below quantitation limit (RL) are reported with a less than sign (□).

• Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

• Bulk Sample Analysis by Transmission Electron Microscopy (TEM) NOB adheres to NYS ELAP Method 198.4.

• Air Sample Analysis by Transmission Electron Microscopy (TEM) adheres to Method EPA CFR Part 763 Final Rule (AHERA).

• Air Sample Analysis by Transmission Electron Microscopy (TEM) Worksheets are available upon request.

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SAMPLING CHAIN-OF-CUSTODY FORM

PAGE (__OF__)

Date Collected:	Time:	Project Name:	Client:
11/13/2018	*09:30-10:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko, S. Saginashvili*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: ☐ PLM (198.1); X PLM (198.6); X TEM (198.4);

Laboratory: ☐ AmeriSci; ELAP No. 11480; ☐ ALAC; ELAP No. 11605; X Metro; ELAP No. 12003

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X 24 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;

B18110407

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
65	73	198	Sub-Cellar and Cellar	Red Sealant
		199		
66	74	200	Ground Floor - Kitchen	Wall Ceramic Tiles Glue
		201		

Results To: Enviro-Pro Via E-Mail: envprolabresults@gmail.com Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)	11/13/18		*Name (Print)*	11/13/18	1:38p	*Name (Print)*		
S. Saginashvili			Fatima Cooper					
Signature			**Signature**			**Signature**		
			F. Cooper					

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway Suite 6L
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: S.S., T.T., M.C.
Sampled Date: 01/16/2020
Turnaround Time: 48 hrs

Metro Lab ID □□ **B**□□□□□□□□
Sample Received: 01/17/2020
PLM Analysis Date: 01/17/2020
TEM Analysis Date: 01/19/2020
Reported By: Turiana Moreira
Report Date: 01/19/2020

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Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□	□	Black Homogenous NOB GROUND FLOOR - OFFICES - MASTIC UNDER 9□9 CHEC□ERED FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected None Detected	
□	□	Black Homogenous NOB 2ND FLOOR - APT 208B AND FOYER BY E□IT - MASTIC UNDER 9□9 CHEC□ERED FL TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected None Detected	
□	□	Brown Homogenous NOB GROUND FLOOR - OFFICES - 9□9 CHEC□ERED FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected □□□□ Chr□sotile	□□□□
□	□	Black Homogenous NOB 2ND FLOOR - APT 208B AND FOYER BY E□IT - 9□9 CHEC□ERED FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected Positi□e Sto□ Not Anal□□ed	
□	□	Brown Homogenous NOB 9TH FLOOR - APT 907 & 908 - FLOORING MATERIAL BOTTOM LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected None Detected	
□	□	Brown Homogenous NOB 11TH FLOOR - APT 1117 - FLOORING MATERIAL BOTTOM LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected None Detected	
□	□	Brown Homogenous NOB 14TH FLOOR - APTS 1418 & 1408A - FLOORING MATERIAL BOTTOM LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected None Detected	
□	□	Red Homogenous NOB 9TH FLOOR - APT 907 & 908 - FLOORING MATERIAL MIDDLE LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected None Detected	
□	□	Black Homogenous NOB 11TH FLOOR - APT 1117 - FLOORING MATERIAL MIDDLE LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected None Detected	
□□	□□	Red Homogenous NOB 14TH FLOOR - APTS 1418 & 1408A - FLOORING MATERIAL MIDDLE LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 Inconclusi□e None Detected None Detected	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

□latan Dimitrijevic
Laboratory Director

Sameh Youssef
PLM Analyst

Michael Issa
TEM Analyst

NYS ELAP ID □□□□□

NVLAP Lab Code □□□□□□

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway Suite 6L
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Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: S.S., T.T., M.C.
Sampled Date: 01/16/2020
Turnaround Time: 48 hrs

Metro Lab ID □□ **B□□□□□□□**

Sample Received: 01/17/2020
PLM Analysis Date: 01/17/2020
TEM Analysis Date: 01/19/2020
Reported By: Turiana Moreira
Report Date: 01/19/2020

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□	Brown Homogenous NOB 9TH FLOOR - APT 907 & 908 - FLOORING MATERIAL TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 □□□ **Chr□sotile** **Not Anal□□ed**	□□□
□□	□□	Brown Homogenous NOB 11TH FLOOR - APT 1117 - FLOORING MATERIAL TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed** **Not Anal□□ed**	
□□	□□	Green Homogenous NOB 14TH FLOOR - APTS 1418 & 1408A - FLOORING MATERIAL TOP LAYER	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed** **Not Anal□□ed**	
□□	□□	Multi / Red Homogenous NOB 2ND FLOOR - APT 204 & 207 - MULTICOLOR FLOOR LINOLEUM	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 □□□ **Chr□sotile** **Not Anal□□ed**	□□□
□□	□□	Multi / Beige Homogenous NOB 3RD FLOOR - APT 319 - MULTICOLOR FLOOR LINOLEUM	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed** **Not Anal□□ed**	
□□	□□	Multi / Beige Homogenous NOB 11TH FLOOR - APT 1117 - MULTICOLOR FLOOR LINOLEUM	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed** **Not Anal□□ed**	
□□	□□	Multi Homogenous NOB 12TH FLOOR - APT 1218 - MULTICOLOR FLOOR LINOLEUM	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed** **Not Anal□□ed**	
□□	□□	Multi Homogenous NOB 14TH FLOOR - APT 1418 - MULTICOLOR FLOOR LINOLEUM	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed** **Not Anal□□ed**	
□□	□□	Multi Homogenous NOB 15TH FLOOR - APT 1506 - MULTICOLOR FLOOR LINOLEUM	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed** **Not Anal□□ed**	
□□	□□	White / Brown Homogenous NOB 2ND FLOOR - APT 203 & 210 - 12□12 FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected** **None Detected**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

□latan Dimitrijevic
Laboratory Director

Sameh Youssef
PLM Analyst

Michael Issa
TEM Analyst

NYS ELAP ID □□□□□

NVLAP Lab Code □□□□□□

1059

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway Suite 6L
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
NY **NY** □□□□□
Sampled By: S.S., T.T., M.C.
Sampled Date: 01/16/2020
Turnaround Time: 48 hrs

Metro Lab ID □□ **B**□□□□□□□□

Sample Received: 01/17/2020
PLM Analysis Date: 01/17/2020
TEM Analysis Date: 01/19/2020
Reported By: Turiana Moreira
Report Date: 01/19/2020

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□□	□□	Grey / Brown Homogenous NOB 3RD FLOOR - APT 322 - 12□12 FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□	□□	White / Brown Homogenous NOB 4TH FLOOR - APT 409A - 12□12 FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□	□□	Brown Homogenous NOB 5TH FLOOR - APT 517,518 & 519 - 12□12 FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□	□□	Brown Homogenous NOB 7TH & 8TH FLOOR - APT 718,818 & 819 - 12□12 FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□	□□	Brown Homogenous NOB 10TH FLOOR - APT 1006 & 1011 - 12□12 FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□	□□	Brown Homogenous NOB 11TH FLOOR - APT 1108A,1118/1119 & 1114 - 12□12 FLOOR TILES	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Inconclusi□e** **None Detected**	
□□	□□	Yellow Homogenous NOB GROUND FLOOR - DINING ROOM - MIRROR GLUE	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 □□□ **Chr□sotile** **Not Anal□□ed**	□□□□
□□	□□	Yellow Homogenous NOB GROUND FLOOR - FOYER - MIRROR GLUE	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			 **Positi□e Sto□** **Not Anal□□ed**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1060

□latan Dimitrijevic
Laboratory Director

Sameh Youssef
PLM Analyst

Michael Issa
TEM Analyst

NYS ELAP ID □□□□□

NVLAP Lab Code □□□□□□

METRO
ANALYTICAL LABORATORIES
255 West 36th St., Suite #101
New York, NY 10018
p: (212) 695-0165 f: (212) 695-0183

Report Notes

General Notes and Disclaimers

- The samples analyzed in this report were not collected by this laboratory - they were received from the client, or an agent of the client, in good condition, unless otherwise noted.
- All results are calculated based on client-provided samples and / or measurements and fall within the acceptable Quality Control limits, unless otherwise noted.
- The report shall not be reproduced, except in full, without the written approval of the laboratory.
- This report relates only to the samples tested. It may not be used by the client to claim project endorsement by NVLAP, NYS ELAP, or any other government agency.
- All samples will be properly disposed of after 60 days.
- Quality Control data (including 95% confidence limits, laboratory / analysis accuracy and precision) is available upon request.

1061

Notes Regarding Asbestos Testing

- Air Sample Analysis by Phase Contrast Microscopy (PCM) adheres to Method NIOSH-7400. Results < 7 fibers / mm^2 are statistically insignificant.
- Percentages are calculated using the EPA equivalent Stratified Point-Count Method.
- Bulk Sample Analysis by Polarized Light Microscopy (PLM) Friable adheres to EPA/600/M4-082-20 or NYS ELAP 198.1.
- Bulk Sample Analysis by Polarized Light Microscopy (PLM) NOB adheres to NYS ELAP 198.6. This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
- All inhomogeneous layers of the bulk samples were analyzed separately.
- Analytical results are sometimes based on the residue percentage(s) provided by the client along with the filters. Trace denotes asbestos detected at < 1%. Smiliarly, samples below quantitation limit (RL) are reported with a less than sign (□).
- Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.
- Bulk Sample Analysis by Transmission Electron Microscopy (TEM) NOB adheres to NYS ELAP Method 198.4.
- Air Sample Analysis by Transmission Electron Microscopy (TEM) adheres to Method EPA CFR Part 763 Final Rule (AHERA).
- Air Sample Analysis by Transmission Electron Microscopy (TEM) Worksheets are available upon request.

B2001025

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ENVIRONMENTAL & ENGINEERING CONSULTING

Enviro-Pro UnLTD Corp.
262 West 38th Street
4th Floor, Suite 405
New York, NY 10018

1 (212) 858-9449 (Office)
1 (347) 824-2024 (Fax)
www.env-pro.com
info@env-pro.com

SAMPLING CHAIN-OF-CUSTODY FORM

PAGE (_1_OF_2_)

Date Collected:	Time:	Project Name:	Client:
1/16/2020	*09:00-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *S. Saginashvili, T. Tchunashvili, M. Cooper*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: ☐ PLM (198.1); X PLM (198.6); X TEM (198.4);

Laboratory: ☐ AmeriSci; ELAP No. 11480; ☐ ALAC; ELAP No. 11605; X Metro; ELAP No. 12003

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X 48 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
1	1	1	Ground Floor – Offices	Mastic under 9x9 Checkered Floor Tiles
		2	2nd Floor – Apt. 208B and Foyer by Exit	
	2	3	Ground Floor – Offices	9x9 Checkered Floor Tiles
		4	2nd Floor – Apt. 208B and Foyer by Exit	
2	3	5	9th Floor – Apts. 907 & 908	Flooring Material Bottom Layer
		6	11th Floor – Apt. 1117	
		7	14th Floor – Apts. 1418 & 1408A	
	4	8	9th Floor – Apts. 907 & 908	Flooring Material Middle Layer
		9	11th Floor – Apt. 1117	
		10	14th Floor – Apts. 1418 & 1408A	
	5	11	9th Floor – Apts. 907 & 908	Flooring Material Top Layer
		12	11th Floor – Apt. 1117	
		13	14th Floor – Apts. 1418 & 1408A	
3	6	14	2nd Floor – Apt. 204 & 207	Multicolor Floor Linoleum
		15	3rd Floor – Apt. 319	
		16	11th Floor – Apt. 1117	
		17	12th Floor – Apt. 1218	
		18	14th Floor – Apt. 1418	
		19	15th Floor – Apt. 1506	

Results To: Enviro-Pro Via E-Mail: envprolabresults@gmail.com Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)	1/17/20		*Name (Print)*	1/17/20	2:32p	*Name (Print)*		
S. Saginashvili								
Signature			Signature			Signature		

B2001025

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www.env-pro.com
info@env-pro.com

SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
1/16/2020	*09:00-15:30*	*720 West End Avenue*	*BCRE*
Collected By: *S. Saginashvili, T. Tchunashvili, M. Cooper*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: X PLM (198.1); X PLM (198.6); X TEM (198.4);

Laboratory: ☐ AmeriSci; ELAP No. 11480; ☐ ALAC; ELAP No. 11605; X Metro; ELAP No. 12003

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X 48 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
4	7	20	2nd Floor – Apts. 203 & 210	12x12 Floor Tiles
		21	3rd Floor – Apt. 322	
		22	4th Floor – Apt. 409A	
		23	5th Floor – Apt. 517, 518 & 519	
		24	7th & 8th Floors – Apt. 718, 818 & 819	
		25	10th Floor – Apts. 1006 & 1011	
		26	11th Floor – Apt. 1108A, 1118/1119 & 1114	
5	8	27	Ground Floor – Dining Room	Mirror Glue
		28	Ground Floor – Foyer	

Results To: Enviro-Pro Via E-Mail: envprolabresults@gmail.com Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)	1.17.20		*Name (Print)*	1/17/2020	2:34p	*Name (Print)*		
S. Saginashvili								
Signature			Signature			Signature		

METRO ANALYTICAL LABORATORIES
255 West 36th St., Suite #101
New York, NY 10018
p: (212) 695-0165 f: (212) 695-0183

ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway Suite 6L
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □: □□□□□□□□
Location: □□□ □ **est End A□enue**
Ne□ Yor□ **NY** □□□□□
Sampled By: S.S. / T.L.
Sampled Date: 03/09/2020
Turnaround Time: 24 hrs

Metro Lab ID □□ **B□□□□□□□□**
Sample Received: 03/09/2020
PLM Analysis Date: 03/09/2020
TEM Analysis Date: 03/10/2020
Reported By: □irsten Schein
Report Date: 03/10/2020

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□	□□□	Black Homogenous NOB 15TH FLOOR - PIPE INSULATION (BLAC□)	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e** **None Detected** **None Detected**	
□	□□□	Black Homogenous NOB 16TH FLOOR - PIPE INSULATION (BLAC□)	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e** **None Detected** **None Detected**	
□	□□□	Black Homogenous NOB 16TH FLOOR - PIPE INSULATION (BLAC□)	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Inconclusi□e** **None Detected** **None Detected**	
□	□□□	Grey Homogenous Fibrous 15TH FLOOR - DUCT INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4	30% Cellulose	62.46% Non-Fibrous	□□□□ **Chr□sotile**	□□□□
□	□□□	16TH FLOOR - DUCT INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Positi□e Sto□** **Not Anal□□ed**	
□	□□□	16TH FLOOR - DUCT INSULATION	NY ELAP 198.1 NY ELAP 198.6 NY ELAP 198.4			**Positi□e Sto□** **Not Anal□□ed**	

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □2 - Hitachi H-7000

1064

□latan Dimitrijevic
Laboratory Director

Sameh Youssef / Youssef Ibrahim
PLM Analyst

Atef Guirguis
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□□

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ANALYTICAL LABORATORIES
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Report Notes

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- All samples will be properly disposed of after 60 days.
- Quality Control data (including 95% confidence limits, laboratory / analysis accuracy and precision) is available upon request.

1065

Notes Regarding Asbestos Testing

- Air Sample Analysis by Phase Contrast Microscopy (PCM) adheres to Method NIOSH-7400. Results < 7 fibers / mm^2 are statistically insignificant.
- Percentages are calculated using the EPA equivalent Stratified Point-Count Method.
- Bulk Sample Analysis by Polarized Light Microscopy (PLM) Friable adheres to EPA/600/M4-082-20 or NYS ELAP 198.1.
- Bulk Sample Analysis by Polarized Light Microscopy (PLM) NOB adheres to NYS ELAP 198.6. This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
- All inhomogeneous layers of the bulk samples were analyzed separately.
- Analytical results are sometimes based on the residue percentage(s) provided by the client along with the filters. Trace denotes asbestos detected at < 1%. Smiliarly, samples below quantitation limit (RL) are reported with a less than sign (□).
- Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.
- Bulk Sample Analysis by Transmission Electron Microscopy (TEM) NOB adheres to NYS ELAP Method 198.4.
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B2003 02 67

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SAMPLING CHAIN-OF-CUSTODY FORM

PAGE (_1_OF_1_)

Date Collected:	Time:	Project Name:	Client:
03/09/2020	*11:00-11:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko* *S. Saginashvili*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: ☐ PLM (198.1) X PLM (198.6); X TEM (198.4);

Laboratory: ☐ AmeriSci; ELAP No. 11480 ☐ ALAC; ELAP No. 11605 X Metro; ELAP No. 12003

Turn-Around-Time: ☐ Rush, ☐ 6 Hr, X 24 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
1	1	202	15th Floor	Pipe Insulation (Black)
		203	16th Floor	
		204	16th Floor	
2	2	205	15th Floor	Duct Insulation
		206	16th Floor	
		207	16th Floor	

Results To: Enviro-Pro Via E-Mail: envprolabresults@gmail.com Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)	3.9.20		*Name (Print)*	3/9/20	1 05PM	*Name (Print)*		
S. Saginashvili								
Signature			*Signature*			*Signature*		

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway Suite 6L
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: **BCRE**
Client Job □:
Location: **□□□ □ est End A□enue**
NY **NY** □□□□□
Sampled By: T.L., T.T., S.S.
Sampled Date: 03/13/2020
Turnaround Time: 48 hrs

Metro Lab ID □□ **B□□□□□□□**

Sample Received: 03/13/2020
PLM Analysis Date: 03/13/2020
TEM Analysis Date: 03/14/2020
Reported By: Turiana Moreira
Report Date: 03/14/2020

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□	□□□	Black Homogenous NOB	NY ELAP 198.1				
		E□TERIOR FA□ADE - THROUGHOUT -	NY ELAP 198.6			Inconclusi□e	None Detected
		WINDOW FRAME DIVIDER CAUL□ING	NY ELAP 198.4				None Detected
□	□□□	Black Homogenous NOB	NY ELAP 198.1				
		E□TERIOR FA□ADE - THROUGHOUT-	NY ELAP 198.6			Inconclusi□e	None Detected
		WINDOW FRAME DIVIDER CAUL□ING	NY ELAP 198.4				None Detected

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □2 - Hitachi H-7000

□latan Dimitrijevic
Laboratory Director

Sameh Youssef
PLM Analyst

David Rivera
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□□

1067

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Report Notes

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1068

Notes Regarding Asbestos Testing

- Air Sample Analysis by Phase Contrast Microscopy (PCM) adheres to Method NIOSH-7400. Results < 7 fibers / mm^2 are statistically insignificant.
- Percentages are calculated using the EPA equivalent Stratified Point-Count Method.
- Bulk Sample Analysis by Polarized Light Microscopy (PLM) Friable adheres to EPA/600/M4-082-20 or NYS ELAP 198.1.
- Bulk Sample Analysis by Polarized Light Microscopy (PLM) NOB adheres to NYS ELAP 198.6. This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
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SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
03/13/2020	*12:00 – 12:30*	*720 West End Avenue*	*BCRE*
Collected By: *T. Liutsko, T. Tchunashvili, S. Saginashvili*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *18-08.460*

Analysis Requested: X **PLM (198.1)**; X **PLM (198.6)**; X **TEM (198.4)**;

Laboratory: ***AmeriSci***; ELAP No. ***11480***; **ALAC**; ELAP No. ***11605***; X **Metro**; ELAP No. ***12003***

Turn-Around-Time: Rush, 6 Hr., 24 Hr., 36 Hr., **X 48 Hr.**, 72 Hr.

LAB NOTES: **STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;**

B2003044G

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
01	01	208	Exterior Façade – Throughout	Window Frame Divider Caulking
		209	Exterior Façade – Throughout	Window Frame Divider Caulking
			"	"

Results To: Enviro-Pro Via E-Mail: **envprolabresults@gmail.com** Other _____

Site			Laboratory					
Relinquished By	**Date**	**Time**	**Received By**	**Date**	**Time**	**Analyzed By**	**Date**	**Time**
Name (Print)			***Name (Print)***	3/13/20	1248	***Name (Print)***		
T. Tchunashvili	03/13/20		F. Cooper					
Signature			**Signature**			**Signature**		
T. Tch			F Coop					

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ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: En□iro□Pro UnLTD Cor□
Address: 2721 □ings Highway Suite 6L
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: Ye□ge Golubchi□
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: □ afra Ca□ital Partners Inc□
Client Job □:
Location: □□□ □ est End A□enue
Ne□ Yor□ Ne□ Yor□ □□□□□
Sampled By: T.L., T.T.
Sampled Date: 06/01/2022
Turnaround Time: 12 hrs

Metro Lab ID □□ B□□□□□□□□

Sample Received: 06/01/2022
PLM Analysis Date: 06/01/2022
TEM Analysis Date: 06/02/2022
Reported By: Marian □aki
Report Date: 06/02/2022

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□	□□	Grey Homogenous Fibrous CELLAR - ELBOW INSULATION TO FIBERGLASS PIPE INSULATION	NY ELAP 198.1	4% Cellulose	90.59% Non-Fibrous	□□□□ Chr□sotile	□□□□
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□□	CELLAR - ELBOW INSULATION TO FIBERGLASS PIPE INSULATION	NY ELAP 198.1			Positi□e Sto□ Not Anal□□ed	
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□□	CELLAR - ELBOW INSULATION TO FIBERGLASS PIPE INSULATION	NY ELAP 198.1			Positi□e Sto□ Not Anal□□ed	
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□□	Brown Homogenous Fibrous GROUND FLOOR - HORSE HAIR PIPE INSULATION	NY ELAP 198.1	100% Hair		None Detected	
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□□	Brown Homogenous Fibrous GROUND FLOOR - HORSE HAIR PIPE INSULATION	NY ELAP 198.1	100% Hair		None Detected	
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□□	Brown Homogenous Fibrous GROUND FLOOR - HORSE HAIR PIPE INSULATION	NY ELAP 198.1	100% Hair		None Detected	
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□□	Brown Homogenous NOB GROUND FLOOR - TAR PAPER TO HORSE HAIR PIPE INSULATION	NY ELAP 198.1				
			NY ELAP 198.6			Inconclusi□e None Detected	
			NY ELAP 198.4			None Detected	
□	□□	Brown Homogenous NOB GROUND FLOOR - TAR PAPER TO HORSE HAIR PIPE INSULATION	NY ELAP 198.1				
			NY ELAP 198.6			Inconclusi□e None Detected	
			NY ELAP 198.4			None Detected	
□	□□	Homogenous NOB GROUND FLOOR - TAR PAPER TO HORSE HAIR PIPE INSULATION	NY ELAP 198.1				
			NY ELAP 198.6			Inconclusi□e None Detected	
			NY ELAP 198.4			None Detected	
□□	□□	Grey Homogenous Fibrous GROUND FLOOR - SPRAY-ON FIREPROOFING	NY ELAP 198.1	5% Cellulose	81.21% Non-Fibrous	□□□□□ Chr□sotile	□□□□
			NY ELAP 198.6				
			NY ELAP 198.4				

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

1070

□latan Dimitrijevic
Laboratory Director

Jose Perez
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□□

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Client: **En□iro□Pro UnLTD Cor□**
Address: 2721 □ings Highway Suite 6L
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: **Ye□ge Golubchi□**
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: □ **afra Ca□ital Partners Inc□**
Client Job □:
Location: □□□ □ **est End A□enue**
Ne□ Yor□ **Ne□ Yor□** □□□□□

Sampled By: T.L., T.T.
Sampled Date: 06/01/2022
Turnaround Time: 12 hrs

Metro Lab ID □□ **B**□□□□□□□

Sample Received: 06/01/2022
PLM Analysis Date: 06/01/2022
TEM Analysis Date: 06/02/2022
Reported By: Marian □aki
Report Date: 06/02/2022

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos		Total Asbestos
□□	□□	GROUND FLOOR - SPRAY-ON FIREPROOFING	NY ELAP 198.1			**Positi□e Sto□**	**Not Anal□□ed**	
			NY ELAP 198.6					
			NY ELAP 198.4					
□□	□□	GROUND FLOOR - SPRAY-ON FIREPROOFING	NY ELAP 198.1			**Positi□e Sto□**	**Not Anal□□ed**	
			NY ELAP 198.6					
			NY ELAP 198.4					

Comments

Equipment: PLM SCOPE Nikon Optiphot-2
TEM SCOPE □1 - Hitachi H-600

□latan Dimitrijevic
Laboratory Director

Jose Perez
PLM Analyst

□latan Dimitrijevic
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□□

1071

METRO ANALYTICAL LABORATORIES
255 West 36th St., Suite #101
New York, NY 10018
p: (212) 695-0165 f: (212) 695-0183

Report Notes

General Notes and Disclaimers

- The samples analyzed in this report were not collected by this laboratory - they were received from the client, or an agent of the client, in good condition, unless otherwise noted.
- All results are calculated based on client-provided samples and / or measurements and fall within the acceptable Quality Control limits, unless otherwise noted.
- The report shall not be reproduced, except in full, without the written approval of the laboratory.
- This report relates only to the samples tested. It may not be used by the client to claim project endorsement by NVLAP, NYS ELAP, or any other government agency.
- All samples will be properly disposed of after 60 days.
- Quality Control data (including 95% confidence limits, laboratory / analysis accuracy and precision) is available upon request.

1072

Notes Regarding Asbestos Testing

- Air Sample Analysis by Phase Contrast Microscopy (PCM) adheres to Method NIOSH-7400. Results < 7 fibers / mm^2 are statistically insignificant.
- Percentages are calculated using the EPA equivalent Stratified Point-Count Method.
- Bulk Sample Analysis by Polarized Light Microscopy (PLM) Friable adheres to EPA/600/M4-082-20 or NYS ELAP 198.1.
- Bulk Sample Analysis by Polarized Light Microscopy (PLM) NOB adheres to NYS ELAP 198.6. This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
- All inhomogeneous layers of the bulk samples were analyzed separately.
- Analytical results are sometimes based on the residue percentage(s) provided by the client along with the filters. Trace denotes asbestos detected at < 1%. Smiliarly, samples below quantitation limit (RL) are reported with a less than sign (□).
- Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.
- Bulk Sample Analysis by Transmission Electron Microscopy (TEM) NOB adheres to NYS ELAP Method 198.4.
- Air Sample Analysis by Transmission Electron Microscopy (TEM) adheres to Method EPA CFR Part 763 Final Rule (AHERA).
- Air Sample Analysis by Transmission Electron Microscopy (TEM) Worksheets are available upon request.

B2206036

Enviro-Pro
ENVIRONMENTAL & ENGINEERING CONSULTING

Enviro-Pro UnLTD Corp.
264 West 40th Street
6th Floor, Suite 602
New York, NY 10018

1 (212) 858-9449 (Office)
1 (347) 824-2024 (Fax)
www.env-pro.com
info@env-pro.com

SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
06/01/2022	*13:00 – 14:00*	*720 West End Avenue*	*Wafra Capital Partners Inc.*
Collected By: *T. Liutsko, T. Tchunashvili*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *22-02.057*

Analysis Requested: X PLM (198.1); X PLM (198.6); X TEM (198.4);

Laboratory: ☐ AmeriSci; ELAP No. 11480; ☐ ALAC; ELAP No. 11605; X Metro; ELAP No. 12003

Turn-Around-Time: ☐ Rush, ☐ 6 Hr., X 12 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
01	01	01	Cellar	Elbow Insulation to Fiberglass Pipe Insulation
		02	Cellar	Elbow Insulation to Fiberglass Pipe Insulation
		03	Cellar	Elbow Insulation to Fiberglass Pipe Insulation
02	02	04	Ground Floor	Horsehair Pipe Insulation
		05	Ground Floor	Horsehair Pipe Insulation
		06	Ground Floor	Horsehair Pipe Insulation
03	03	07	Ground Floor	Tar Paper to Horsehair Pipe Insulation
		08	Ground Floor	Tar Paper to Horsehair Pipe Insulation
		09	Ground Floor	Tar Paper to Horsehair Pipe Insulation
04	04	10	Ground Floor	Spray-On Fireproofing
		11	Ground Floor	Spray-On Fireproofing
		12	Ground Floor	Spray-On Fireproofing

Results To: Enviro-Pro Via E-Mail: envprolabresults@gmail.com Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)			*Name (Print)*			*Name (Print)*		
T. Tchunashvili	06/01/22		K. John					
Signature			*Signature*	6/1/22	545P	*Signature*		

METRO ANALYTICAL LABORATORIES
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New York, NY 10018
p: (212) 695-0165 f: (212) 695-0183

ASBESTOS ANALYSIS of BULK SAMPLE by POLARIZED LIGHT MICROSCOPY and TRANSMISSION ELECTRON MICROSCOPY

Client: En□iro□Pro UnLTD Cor□
Address: 2721 □ings Highway Suite 6L
Brooklyn NY 11229
P: (718) 801-2231 F:

Contact: Ye□ge Golubchi□
M: (718) 801-2231
E: ygolubchik@env-pro.com

Contract: □ afra Ca□ital Partners Inc□
Client Job □:
Location: □□□ □ est End A□enue
NY NY □□□□□

Sampled By: T.L.,T.T,D.□.
Sampled Date: 09/29/2022
Turnaround Time: 3 hrs

Metro Lab ID □□ B□□□□□□□

Sample Received: 09/29/2022
PLM Analysis Date: 09/29/2022
TEM Analysis Date: N/A
Reported By: Marian □aki
Report Date: 09/29/2022

Summar□ of Anal□sis

LAB ID □	Client Sam□le □	Sam□le Descri□tion	Test	Fibrous Material	Non□Fibrous Material	Asbestos	Total Asbestos
□	□□	White Homogenous Fibrous CELLAR - ABOVE BOILER ROOM - CEILING INSULATION ABOVE PLASTER	NY ELAP 198.1	20% Cellulose	72% Non-Fibrous	□□□ Chr□sotile	□□□
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□□	CELLAR - ABOVE BOILER ROOM - CEILING INSULATION ABOVE PLASTER	NY ELAP 198.1				
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□□	CELLAR - ABOVE BOILER ROOM - CEILING INSULATION ABOVE PLASTER	NY ELAP 198.1				
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□□	Grey Homogenous Fibrous GROUND FLOOR - BY STAIRCASE - DUCT INSULATION	NY ELAP 198.1	30% Cellulose 10% Fiberglass	50% Non-Fibrous	□□□ Chr□sotile	□□□
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□□	GROUND FLOOR - BY STAIRCASE - DUCT INSULATION	NY ELAP 198.1				
			NY ELAP 198.6				
			NY ELAP 198.4				
□	□□	GROUND FLOOR - BY STAIRCASE - DUCT INSULATION	NY ELAP 198.1				
			NY ELAP 198.6				
			NY ELAP 198.4				

Comments

Equipment PLM SCOPE Nikon Optiphot-2

□latan Dimitrijevic
Laboratory Director

Medhat Faleh
PLM Analyst

N/A
TEM Analyst

NYS ELAP ID □ □□□□□

NVLAP Lab Code □□□□□□□

1074

METRO ANALYTICAL LABORATORIES
255 West 36th St., Suite #101
New York, NY 10018
p: (212) 695-0165 f: (212) 695-0183

Report Notes

General Notes and Disclaimers

- The samples analyzed in this report were not collected by this laboratory - they were received from the client, or an agent of the client, in good condition, unless otherwise noted.
- All results are calculated based on client-provided samples and / or measurements and fall within the acceptable Quality Control limits, unless otherwise noted.
- The report shall not be reproduced, except in full, without the written approval of the laboratory.
- This report relates only to the samples tested. It may not be used by the client to claim project endorsement by NVLAP, NYS ELAP, or any other government agency.
- All samples will be properly disposed of after 60 days.
- Quality Control data (including 95% confidence limits, laboratory / analysis accuracy and precision) is available upon request.

1075

Notes Regarding Asbestos Testing

- Air Sample Analysis by Phase Contrast Microscopy (PCM) adheres to Method NIOSH-7400. Results < 7 fibers / mm^2 are statistically insignificant.
- Percentages are calculated using the EPA equivalent Stratified Point-Count Method.
- Bulk Sample Analysis by Polarized Light Microscopy (PLM) Friable adheres to EPA/600/M4-082-20 or NYS ELAP 198.1.
- Bulk Sample Analysis by Polarized Light Microscopy (PLM) NOB adheres to NYS ELAP 198.6. This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
- All inhomogeneous layers of the bulk samples were analyzed separately.
- Analytical results are sometimes based on the residue percentage(s) provided by the client along with the filters. Trace denotes asbestos detected at < 1%. Smiliarly, samples below quantitation limit (RL) are reported with a less than sign (□).
- Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.
- Bulk Sample Analysis by Transmission Electron Microscopy (TEM) NOB adheres to NYS ELAP Method 198.4.
- Air Sample Analysis by Transmission Electron Microscopy (TEM) adheres to Method EPA CFR Part 763 Final Rule (AHERA).
- Air Sample Analysis by Transmission Electron Microscopy (TEM) Worksheets are available upon request.

Enviro-Pro
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6th Floor, Suite 602
New York, NY 10018

1 (212) 858-9449 (Office)
1 (347) 824-2024 (Fax)
www.env-pro.com
info@env-pro.com

SAMPLING CHAIN-OF-CUSTODY FORM

Date Collected:	Time:	Project Name:	Client:
09/27/2022	*09:00 – 10:00*	*720 West End Avenue*	*Wafra Capital Partners Inc.*
Collected By: *T. Liutsko, T. Tchunashvili, D. Kverenchkhiladze*	**Project Address:** *720 West End Avenue, New York, NY 10025*		**Env-Pro Project #:** *22-02.057*

Analysis Requested: X PLM (198.1); X PLM (198.6); X TEM (198.4);

Laboratory: ☐ *AmeriSci*; ELAP No. *11480*; ☐ ALAC; ELAP No. *11605*; X Metro; ELAP No. *12003*

Turn-Around-Time: X 3 Hr, ☐ 6 Hr., ☐ 24 Hr., ☐ 36 Hr., ☐ 48 Hr., ☐ 72 Hr.

LAB NOTES: STOP AT 1st POSITIVE IN A HOMOGENEOUS GROUP;

B220908 24

Sample ID			Sample Location	Sample Description
HA Group	HA #	Sample #		
1	1	01	Cellar – Above Boiler Room	Ceiling Insulation above Plaster
		02	Cellar – Above Boiler Room	Ceiling Insulation above Plaster
		03	Cellar – Above Boiler Room	Ceiling Insulation above Plaster
2	2	04	Ground Floor – By Staircase	Duct Insulation
		05	Ground Floor – By Staircase	Duct Insulation
		06	Ground Floor – By Staircase	Duct Insulation

Results To: Enviro-Pro Via E-Mail: envprolabresults@gmail.com Other _____

Site			Laboratory					
Relinquished By	Date	Time	Received By	Date	Time	Analyzed By	Date	Time
Name (Print)	09/29/22		*Name (Print)*	9/29/22	9:33	*Name (Print)*		
D.Kverenchkhiladze			Marian					
Signature			*Signature*			*Signature*		

APPENDIX B

ACM Location Drawings

264 West 40th Street, Suite 602, New York, NY 10018.
Office: 1 (212) 858-9449; Fax: 1 (347) 713-3680; Email: info@env-pro.com.

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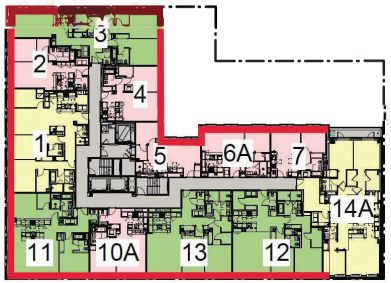


Floor 17

Floor not constructed yet



Floor 12

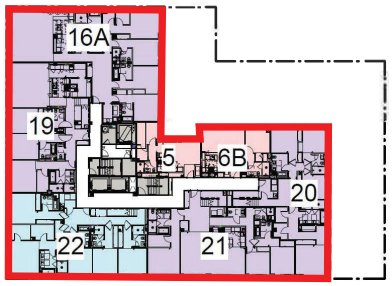


Floor 4-7

LEGEND:

- **Remaining ACM Wall Tar.**

Site Address:
720 West End Ave,
NY, NY, 10025



Floor 16



Floor 11

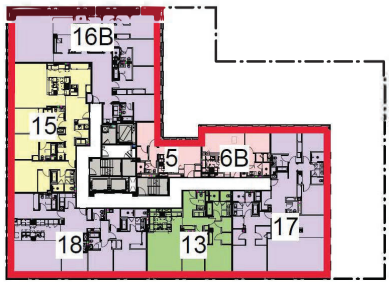


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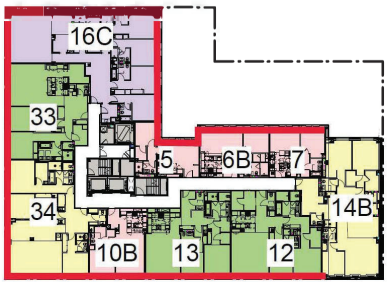
Tornike Tchunashvili
Asbestos Investigator

NYS DOL Licensed Inspector #
23-6LQFZ-SHAB,
Exp.: 12/2024.

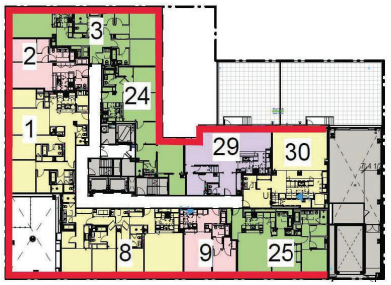
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162069,
Exp.: 12/17/2025.



Floor 14-15

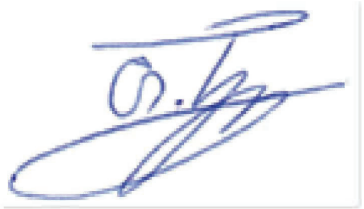


Floor 8-10



Floor 2

Signature:



1079

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APPENDIX C

Licenses and Certifications

264 West 40th Street, Suite 602, New York, NY 10018.
Office: 1 (212) 858-9449; Fax: 1 (347) 713-3680; Email: info@env-pro.com.

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WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Enviro-Pro Unltd Corp.
262 West 38th Street, Suite 602, New York, NY, 10018

License Number: 63177
License Class: RESTRICTED
Date of Issue: 06/22/2023
Expiration Date: 07/31/2024
Duly Authorized Representative: Yeugeuiy Golubchik

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

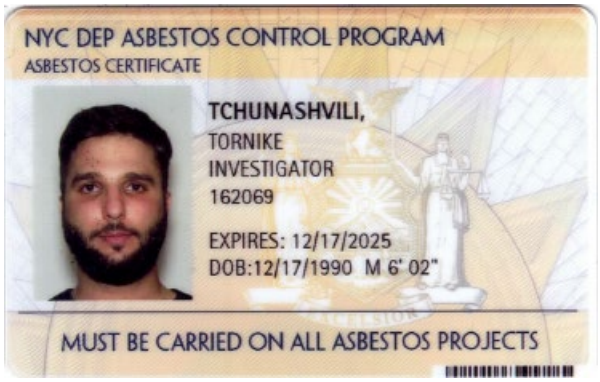
1083

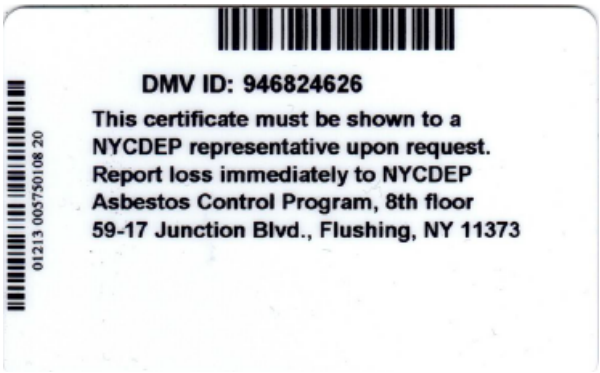
SH 432 (12/21)

Enviro-Pro
ENVIRONMENTAL & ENGINEERING CONSULTING

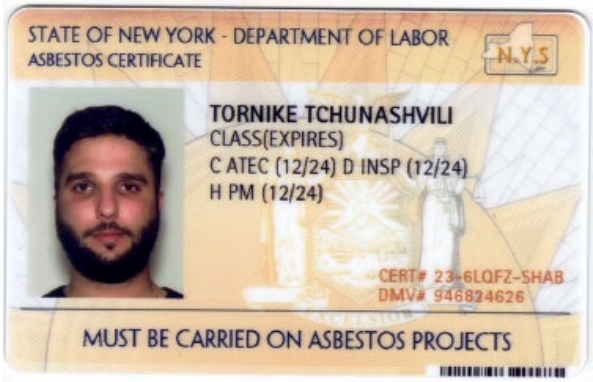
Enviro-Pro UnLTD Corp.
264 West 40th Street
6th Floor, Suite 602
New York, NY 10018

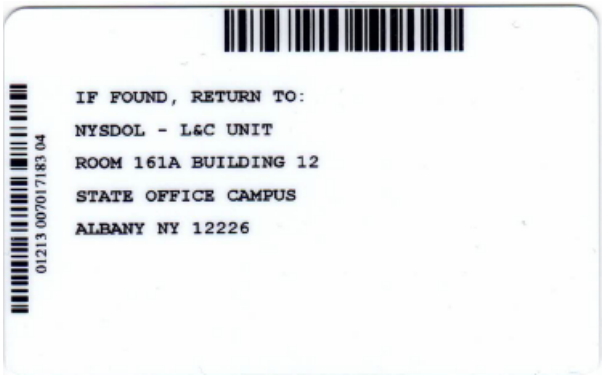
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1 (347) 824-2024 (Fax)
www.env-pro.com
info@env-pro.com



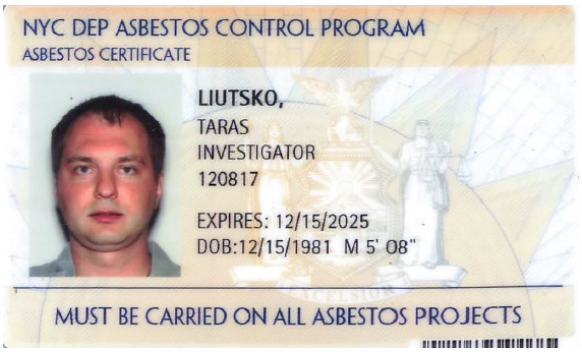


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1 (347) 824-2024 (Fax)
www.env-pro.com
info@env-pro.com


NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

LIUTSKO,
TARAS
INVESTIGATOR
120817

EXPIRES: 12/15/2025
DOB:12/15/1981 M 5' 08"

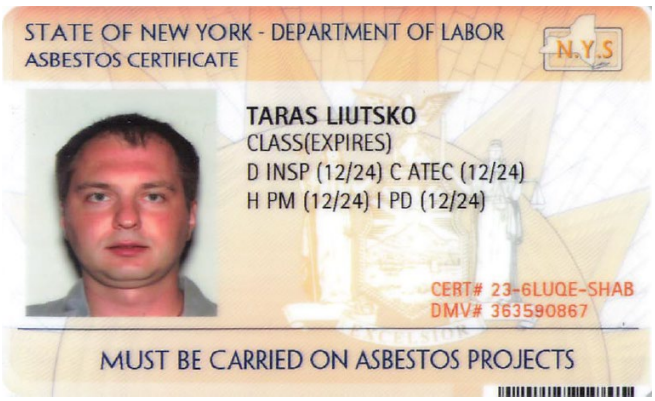
MUST BE CARRIED ON ALL ASBESTOS PROJECTS

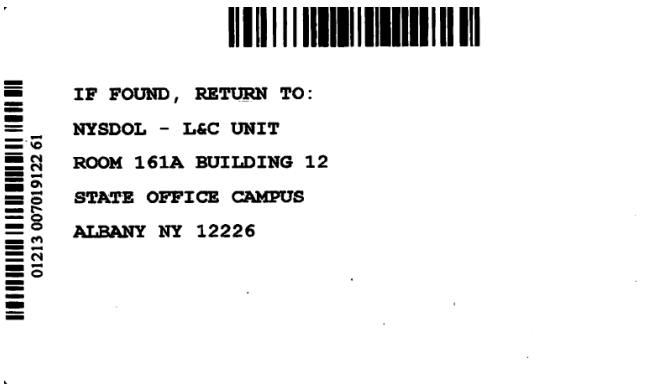
DMV ID: 363590867

This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373

01213 006706132 54

Enviro-Pro UnLTD Corp.
264 West 40th Street
6th Floor, Suite 602
New York, NY 10018
1 (212) 858-9449 (Office)
1 (347) 824-2024 (Fax)
www.env-pro.com
info@env-pro.com





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APPENDIX B

Asbestos Abatement Records

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT NOTIFICATION (Form ACP7)

ACCEPTED
8/16/2023
DEP
BUREAU OF ENVIRONMENTAL COMPLIANCE
ASBESTOS CONTROL PROGRAM
TRU

This form must be submitted to the DEP not less than one week in advance of the start of abatement activities.

I. FACILITY

1. Premise No. 720 Street Name West End Avenue Borough Manhattan Zip 10025
2. AKA _____ Type of Facility Commercial BIN 1033691 Block 01243 Lot 0001
3. Is the abatement activity not associated with a building / structure (ie., a street activity job)? ☐ Yes ☒ No
4. If yes, specify location, on _____ between _____ and _____
5. Is this building a one-or-two family residence? ☐ Yes ☒ No Is the building height more than 75 feet? ☒ Yes ☐ No
6. Is the abatement activity conducted in a Government owned building? ☐ Yes ☒ No
6a. Is it a Build-It-Back project? ☐ Yes ☒ No App ID # _____

II. BUILDING OWNER

7. Name 720 WEA Ventures, LLC Address 350 Park Ave
8. City New York State NY Zip 10022 Contact Person Mack Carroll
9. Tel. # 6467248409 Fax # _____ Email mcarroll@glaciereg.com

III. APPLICANT

10. Applicant's Affliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
11. Name ANTHONY CARDINALE Address 5848 59TH STREET
12. City MASPETH State NY Zip 11378 Contact Person ANTHONY CARDINALE
13. Tel. # 7183260125 Fax # _____ Email filings@nyinsulates.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name New York Insulation, Inc. DOL Lic. # 28640 Address 5848 59TH STREET
15. City MASPETH State NY Zip 11378 Contact Person ANTHONY CARDINALE
16. Tel. # (718) 326-0125 Fax # _____ Email filings@nyinsulates.com

V. THIRD PARTY AIR MONITOR

17. Name Enviro-Pro Unltd Corp. DOL Lic. # 63177 Address 262 West 38th Street Suite 602
18. City New York State NY Zip 10018 Contact Person Yevgeniy Golubchik
19. Tel. # 212-858-9449 Fax # _____ Email envprodep@gmail.com
20. Sample Analysis Laboratory Metro Lab NYS DOH ELAP # 12003
Sample Analysis Laboratory Allab, Inc NYS DOH ELAP # 12118

VI. PROJECT INFORMATION

21. Start date 8/17/2023 Projected completion date 8/13/2024
22. Asbestos work schedule Monday 7:00AM - 3:30PM, Tuesday 7:00AM - 3:30PM, Wednesday 7:00AM - 3:30PM, Thursday 7:00AM - 3:30PM, Friday 7:00AM - 3:30PM, Saturday 7:00AM - 3:30PM

Access to inspect the premises must be provided during the work schedule indicated above.

TRU #	ACP7 Fee	EN #
TRU1975MN23	$800.00	

TRU #	ACP7 Fee	EN #
TRU1975MN23	$800.00	

23. Total amount of asbestos-containing material 981 Square Feet, and/or _____ Linear Feet

24. Is the area under containment on any single floor equal to or more than a. 15,000 sq.ft ☐ Yes ☒ No b. 7,500 sq.ft. ☐ Yes ☒ No

25. TYPE OF ABATEMENT: Removal

26. ABATEMENT PROCEDURE: Exterior Vertical Surface

VII. PROJECT DETAILS

27. DOES THE ASBESTOS PROJECT INVOLVE

(Checking "Yes" to any of the following subsections will require notice to FDNY as per Section 901.7 NYC Fire Code, Local Law 26 of 2008)

A. Disengagement or obstruction of any component of exit signage or exit lighting system? ☐ Yes ☒ No

B. Disengagement of any fire alarm system component including any fire alarm-initiating device? ☐ Yes ☒ No

C. Shut-off of the sprinkler system water supply? ☐ Yes ☒ No

D. Shut-off of any part of a standpipe system or standpipe system components, including valves or fire pumps? ☐ Yes ☒ No

28. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must submit a complete Work Place Safety Plan and obtain an Asbestos Abatement permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instructions for this form)

A. Obstruction of an exit door leading to an exit stair or the exterior of the building? ☐ Yes ☒ No

B. Obstruction of an exterior fire escape or access to that fire escape? ☐ Yes ☒ No

C. Obstruction of a fire-rated corridor leading to an exit door? ☐ Yes ☒ No

D. Removal of handrails in an exit stair or ramp within the work area*? ☐ Yes ☒ No

E. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g. smoke detectors and manual pull stations) within the work area*? ☐ Yes ☒ No

F. Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path marking within the work area*? ☐ Yes ☒ No

G. Removal or dismantling of any part of a sprinkler system including piping or sprinkler head within the work area*? ☐ Yes ☒ No

H. Removal or dismantling of any part of a standpipe system, including valves or fire pumps within the work area*? ☐ Yes ☒ No

I. Obstruction of an interior stairway leading to an exit or exit passageway of a building? ☐ Yes ☒ No

J. Is abatement activity being performed within a work area located in a confined space? ☐ Yes ☒ No

29. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer " Yes" to any of the following, you must obtain an Asbestos Abatement Permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instruction form that will be generated once you submit this application)

A. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray on fire-resistance rated materials within the work area*? ☐ Yes ☒ No

B. Removal of any fire dampers, smoke dampers, fire stopping materials, fireblocking or draft stopping within fire-resistance rated assemblies or within concealed spaces? ☐ Yes ☒ No

C. Removal of any non-load bearing / non-fire-resistance rated wall (greater than 45 sq.ft or 50% of a given wall) within the work area*? ☐ Yes ☒ No

D. Any plumbing work other than the repair or replacement of plumbing fixtures within the work area*? ☐ Yes ☒ No

TRU #	ACP7 Fee	EN #
TRU1975MN23	$800.00	

VIII. ASBESTOS HAULER

30.

Asbestos Hauler ATC NYS DEC Permit # 1A-688 TEL.# (631) 924-5050

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

Asbestos Hauler New York Insulation, Inc NYS DEC Permit # 2A-448 TEL.# 7183260125

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

Asbestos Hauler Codi Transport, LTD NYS DEC Permit # 1A-371 TEL.# 6316946001

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 981 Square Feet, and/or _____ Linear Feet

Floor	Entire Floor	Section of Floor	Type Of Abatement	Abatement Procedure	Type of Asbestos Containing Material	Amount of ACM		A-TRU Review/ Approval/Permit Required
						Square Feet	Linear Feet	
10th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	10		No
10th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
10th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
10th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
11th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	18		No
11th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
11th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
11th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
12th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	18		No
12th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
12th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
12th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
13th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	18		No
13th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No

TRU #	ACP7 Fee	EN #
TRU1975MN23	$800.00	

13th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
13th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
14th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	18		No
14th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
14th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
14th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
15th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	16		No
15th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
15th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
15th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
16th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
16th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	10		No
1st	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	10		No
2nd	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	10		No
2nd	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
2nd	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
2nd	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	13		No
3rd	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	10		No
3rd	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
3rd	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
3rd	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
4rd	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No

TRU #	ACP7 Fee	EN #
TRU1975MN23	$800.00	

4th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	10		No
4th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
4th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
5th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	10		No
5th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
5th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
5th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
6th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	10		No
6th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
6th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
6th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
7th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	10		No
7th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
7th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
7th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
8th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	10		No
8th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
8th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No
8th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
9th	No	East Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	10		No
9th	No	North Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	14		No
9th	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	24		No

TRU #	ACP7 Fee	EN #
TRU1975MN23	$800.00	

9th	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	15		No
Ground	No	South Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulk	6		No
Ground	No	West Elevation	Removal	Exterior Vertical Surface	Exterior Window Caulking	13		No
					TOTAL ACM	981		

TRU #	ACP7 Fee	EN #
TRU1975MN23	$800.00	

X. ACKNOWLEDGEMENT

31. I hereby declare that the information provided herein is true and complete to the best of my knowledge. I am familiar with Federal, State and NYC laws and regulations applicable to asbestos-related work.

Enviro-Pro Unltd Corp.	New York Insulation, Inc.	ANTHONY CARDINALE
Print Name of Air Monitor	Print Name of Asbestos Contractor	Print Name of Applicant
8/14/2023	8/14/2023	8/14/2023
Date Acknowledged	Date Acknowledged	Date Acknowledged

32. I understand that as the owner of a building where asbestos abatement activity occurs, I am responsible for the performance of the asbestos abatement activities in accordance with the Asbestos Control Program Rules. I have contracted the third party air monitor who is completely independent of all parties involved in the asbestos project. I hereby declare that I have authorized the filing of this notification for the work specified herein.

720 WEA Ventures, LLC	N/A
Print Name of Owner	Date Acknowledged

Please note:

1. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion

2. Any modification of information provided on this form must be reported immediately in writing directly to the NYC DEP Asbestos Control Program

TRU #	ACP7 Fee	EN #
TRU1975MN23	$800.00	

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: January 23, 2024

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
9th	East Elevation	Exterior Window Caulk	10		
6th	East Elevation	Exterior Window Caulk	10		
8th	East Elevation	Exterior Window Caulk	10		
5th	East Elevation	Exterior Window Caulk	10		
10th	East Elevation	Exterior Window Caulk	10		
7th	East Elevation	Exterior Window Caulk	10		
4th	East Elevation	Exterior Window Caulk	10		
		TOTAL ACM	70		

1100

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

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- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

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- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

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Date: January 23, 2024

Signature

1101

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
6th	North Elevation	Exterior Window Caulk	14		
7th	North Elevation	Exterior Window Caulk	14		
5th	North Elevation	Exterior Window Caulk	14		
4th	North Elevation	Exterior Window Caulk	14		
		TOTAL ACM	56		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

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Date: December 4, 2023

Signature

1103

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
2nd	South Elevation	Exterior Window Caulk	24		
Ground	South Elevation	Exterior Window Caulk	6		
		TOTAL ACM	30		

1104

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: December 4, 2023

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
Ground	West Elevation	Exterior Window Caulking	13		
2nd	West Elevation	Exterior Window Caulk	13		
		TOTAL ACM	26		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

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Date: October 10, 2023

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
10th	South Elevation	Exterior Window Caulk	24		
11th	South Elevation	Exterior Window Caulk	24		
7th	South Elevation	Exterior Window Caulk	24		
6th	South Elevation	Exterior Window Caulk	24		
8th	South Elevation	Exterior Window Caulk	24		
9th	South Elevation	Exterior Window Caulk	24		
		TOTAL ACM	144		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: October 10, 2023

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
16th	West Elevation	Exterior Window Caulk	10		
3rd	West Elevation	Exterior Window Caulk	15		
4th	West Elevation	Exterior Window Caulk	15		
5th	West Elevation	Exterior Window Caulk	15		
6th	West Elevation	Exterior Window Caulk	15		
7th	West Elevation	Exterior Window Caulk	15		
8th	West Elevation	Exterior Window Caulk	15		
9th	West Elevation	Exterior Window Caulk	15		
		TOTAL ACM	115		

1110

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: October 10, 2023

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
14th	West Elevation	Exterior Window Caulk	15		
15th	West Elevation	Exterior Window Caulk	15		
12th	West Elevation	Exterior Window Caulk	15		
13th	West Elevation	Exterior Window Caulk	15		
11th	West Elevation	Exterior Window Caulk	15		
10th	West Elevation	Exterior Window Caulk	15		
		TOTAL ACM	90		

1112

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: October 10, 2023

Signature

1113

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
12th	South Elevation	Exterior Window Caulk	24		
13th	South Elevation	Exterior Window Caulk	24		
15th	South Elevation	Exterior Window Caulk	24		
16th	South Elevation	Exterior Window Caulk	24		
14th	South Elevation	Exterior Window Caulk	24		
		TOTAL ACM	120		

1114

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

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Date: October 10, 2023

Signature

1115

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
3rd	South Elevation	Exterior Window Caulk	24		
4rd	South Elevation	Exterior Window Caulk	24		
5th	South Elevation	Exterior Window Caulk	24		
		TOTAL ACM	72		

1116

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: January 23, 2024

Signature

1117

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
3rd	East Elevation	Exterior Window Caulk	10		
1st	East Elevation	Exterior Window Caulk	10		
2nd	East Elevation	Exterior Window Caulk	10		
11th	East Elevation	Exterior Window Caulk	18		
13th	East Elevation	Exterior Window Caulk	18		
15th	East Elevation	Exterior Window Caulk	16		
12th	East Elevation	Exterior Window Caulk	18		
14th	East Elevation	Exterior Window Caulk	18		
3rd	North Elevation	Exterior Window Caulk	14		
2nd	North Elevation	Exterior Window Caulk	14		
8th	North Elevation	Exterior Window Caulk	14		
9th	North Elevation	Exterior Window Caulk	14		
11th	North Elevation	Exterior Window Caulk	14		
10th	North Elevation	Exterior Window Caulk	14		

1118

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1975MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
15th	North Elevation	Exterior Window Caulk	14		
14th	North Elevation	Exterior Window Caulk	14		
13th	North Elevation	Exterior Window Caulk	14		
12th	North Elevation	Exterior Window Caulk	14		
		TOTAL ACM	258		

1119

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT NOTIFICATION (Form ACP7)

ACCEPTED
3/3/2023
DEP
BUREAU OF ENVIRONMENTAL COMPLIANCE
ASBESTOS CONTROL PROGRAM
TRU

This form must be submitted to the DEP not less than one week in advance of the start of abatement activities.

I. FACILITY

1. Premise No. 720 Street Name West End Avenue Borough Manhattan Zip 10025
2. AKA _____ Type of Facility Commercial BIN 1033691 Block 01243 Lot 0001
3. Is the abatement activity not associated with a building / structure (ie., a street activity job)? ☐ Yes ☒ No
4. If yes, specify location, on _____ between _____ and _____
5. Is this building a one-or-two family residence? ☐ Yes ☒ No Is the building height more than 75 feet? ☒ Yes ☐ No
6. Is the abatement activity conducted in a Government owned building? ☐ Yes ☒ No
6a. Is it a Build-It-Back project? ☐ Yes ☒ No App ID # _____

II. BUILDING OWNER

7. Name 720 WEA Ventures, LLC Address 350 Park Ave
8. City New York State NY Zip 10022 Contact Person Mack Carroll
9. Tel. # 6467248409 Fax # _____ Email mcarroll@glaciereg.com

III. APPLICANT

10. Applicant's Affliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
11. Name ANTHONY CARDINALE Address 5848 59TH STREET
12. City MASPETH State NY Zip 11378 Contact Person ANTHONY CARDINALE
13. Tel. # 7183260125 Fax # _____ Email filings@nyinsulates.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name New York Insulation, Inc. DOL Lic. # 28640 Address 5848 59TH STREET
15. City MASPETH State NY Zip 11378 Contact Person ANTHONY CARDINALE
16. Tel. # (718) 326-0125 Fax # _____ Email filings@nyinsulates.com

V. THIRD PARTY AIR MONITOR

17. Name Enviro-Pro Unltd Corp. DOL Lic. # 63177 Address 262 West 38th Street Suite 602
18. City New York State NY Zip 10018 Contact Person Yevgeniy Golubchik
19. Tel. # 212-858-9449 Fax # _____ Email envprodep@gmail.com
20. Sample Analysis Laboratory Alllab NYS DOH ELAP # 12118
Sample Analysis Laboratory Metro Lab NYS DOH ELAP # 12003

VI. PROJECT INFORMATION

21. Start date 3/13/2023 Projected completion date 3/1/2024
22. Asbestos work schedule Monday 7:00AM - 3:30PM, Tuesday 7:00AM - 3:30PM, Wednesday 7:00AM - 3:30PM, Thursday 7:00AM - 3:30PM, Friday 7:00AM - 3:30PM

Access to inspect the premises must be provided during the work schedule indicated above.

TRU #	ACP7 Fee	EN #
TRU0475MN23	$1,200.00	

TRU #	ACP7 Fee	EN #
TRU0475MN23	$1,200.00	

23. Total amount of asbestos-containing material 3,746 Square Feet, and/or _____ Linear Feet

24. Is the area under containment on any single floor equal to or more than a. 15,000 sq.ft ☐ Yes ☒ No b. 7,500 sq.ft. ☐ Yes ☒ No

25. TYPE OF ABATEMENT: Removal

26. ABATEMENT PROCEDURE: Full Containment, Tent

VII. PROJECT DETAILS

27. DOES THE ASBESTOS PROJECT INVOLVE

(Checking "Yes" to any of the following subsections will require notice to FDNY as per Section 901.7 NYC Fire Code, Local Law 26 of 2008)

A. Disengagement or obstruction of any component of exit signage or exit lighting system?	☐ Yes ☒ No
B. Disengagement of any fire alarm system component including any fire alarm-initiating device?	☐ Yes ☒ No
C. Shut-off of the sprinkler system water supply?	☐ Yes ☒ No
D. Shut-off of any part of a standpipe system or standpipe system components, including valves or fire pumps?	☐ Yes ☒ No

28. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must submit a complete Work Place Safety Plan and obtain an Asbestos Abatement permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instructions for this form)

A. Obstruction of an exit door leading to an exit stair or the exterior of the building?	☐ Yes ☒ No
B. Obstruction of an exterior fire escape or access to that fire escape?	☐ Yes ☒ No
C. Obstruction of a fire-rated corridor leading to an exit door?	☐ Yes ☒ No
D. Removal of handrails in an exit stair or ramp within the work area*?	☐ Yes ☒ No
E. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g. smoke detectors and manual pull stations) within the work area*?	☐ Yes ☒ No
F. Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path marking within the work area*?	☐ Yes ☒ No
G. Removal or dismantling of any part of a sprinkler system including piping or sprinkler head within the work area*?	☐ Yes ☒ No
H. Removal or dismantling of any part of a standpipe system, including valves or fire pumps within the work area*?	☐ Yes ☒ No
I. Obstruction of an interior stairway leading to an exit or exit passageway of a building?	☐ Yes ☒ No
J. Is abatement activity being performed within a work area located in a confined space?	☐ Yes ☒ No

29. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer " Yes" to any of the following, you must obtain an Asbestos Abatement Permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instruction form that will be generated once you submit this application)

A. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray on fire-resistance rated materials within the work area*?	☒ Yes ☐ No
B. Removal of any fire dampers, smoke dampers, fire stopping materials, fireblocking or draft stopping within fire-resistance rated assemblies or within concealed spaces?	☐ Yes ☒ No
C. Removal of any non-load bearing / non-fire-resistance rated wall (greater than 45 sq.ft or 50% of a given wall) within the work area*?	☐ Yes ☒ No
D. Any plumbing work other than the repair or replacement of plumbing fixtures within the work area*?	☐ Yes ☒ No

TRU #	ACP7 Fee	EN #
TRU0475MN23	$1,200.00	

VIII. ASBESTOS HAULER

30.

Asbestos Hauler ATC NYS DEC Permit # 1A-371 TEL.# (631) 924-5050

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

Asbestos Hauler New York Insulation, Inc NYS DEC Permit # 2A-448 TEL.# 7183260125

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

Asbestos Hauler Codi Transport, LTD NYS DEC Permit # 1A-688 TEL.# 6316946001

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 3,746 Square Feet, and/or _____ Linear Feet

Floor	Entire Floor	Section of Floor	Type Of Abatement	Abatement Procedure	Type of Asbestos Containing Material	Amount of ACM		A-TRU Review/ Approval/Permit Required
						Square Feet	Linear Feet	
10th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
11th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
12th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
14th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
15th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
16th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
2nd	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
3rd	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
4th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
5th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
6th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
7th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
8th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
9th	No	Center Section	Removal	Tent	ACM chimney liner	128		Yes
Roof	No	Bulkhead #1 Center Section	Removal	Full Containment	Wall Tar	400		No
Roof	No	Bulkhead #2 - North Side	Removal	Full Containment	Wall Tar	854		No
Roof	No	Bulkhead #3 East Side	Removal	Full Containment	Wall Tar	700		No
					TOTAL ACM	3,746		

TRU #	ACP7 Fee	EN #
TRU0475MN23	$1,200.00	

X. ACKNOWLEDGEMENT

31. I hereby declare that the information provided herein is true and complete to the best of my knowledge. I am familiar with Federal, State and NYC laws and regulations applicable to asbestos-related work.

Enviro-Pro Unltd Corp.	New York Insulation, Inc.	ANTHONY CARDINALE
Print Name of Air Monitor	Print Name of Asbestos Contractor	Print Name of Applicant
3/3/2023	3/3/2023	3/3/2023
Date Acknowledged	Date Acknowledged	Date Acknowledged

32. I understand that as the owner of a building where asbestos abatement activity occurs, I am responsible for the performance of the asbestos abatement activities in accordance with the Asbestos Control Program Rules. I have contracted the third party air monitor who is completely independent of all parties involved in the asbestos project. I hereby declare that I have authorized the filing of this notification for the work specified herein.

720 WEA Ventures, LLC	N/A
Print Name of Owner	Date Acknowledged

Please note:

1. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion

2. Any modification of information provided on this form must be reported immediately in writing directly to the NYC DEP Asbestos Control Program

TRU #	ACP7 Fee	EN #
TRU0475MN23	$1,200.00	

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: May 16, 2023

Signature

1125

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
2nd	Center Section	ACM chimney liner	128		123580062;M00282215
3rd	Center Section	ACM chimney liner	128		123580062;M00282215
		TOTAL ACM	256		

1126

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

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- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
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(See next page for the list of closed-out location(s) of abatement)

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Date: May 16, 2023

Signature

1127

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
14th	Center Section	ACM chimney liner	128		123580062; M00282215
		TOTAL ACM	128		

1128

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

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Date: May 16, 2023

Signature

1129

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
11th	Center Section	ACM chimney liner	128		123580062; M00282215
12th	Center Section	ACM chimney liner	128		123580062; M00282215
		TOTAL ACM	256		

1130

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: May 16, 2023

Signature

1131

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
9th	Center Section	ACM chimney liner	128		123580062; M00282215
10th	Center Section	ACM chimney liner	128		123580062; M00282215
		TOTAL ACM	256		

1132

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: May 16, 2023

Signature

1133

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
4th	Center Section	ACM chimney liner	128		123580062; M00282215
5th	Center Section	ACM chimney liner	128		123580062; M00282215
6th	Center Section	ACM chimney liner	128		123580062; M00282215
7th	Center Section	ACM chimney liner	128		123580062; M00282215
8th	Center Section	ACM chimney liner	128		123580062; M00282215
		TOTAL ACM	640		

1134

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU0475MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: May 16, 2023

Signature

1135

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU0475MN23

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
Roof	Bulkhead #1 Center Section	Wall Tar	400		
Roof	Bulkhead #3 East Side	Wall Tar	700		
Roof	Bulkhead #2 - North Side	Wall Tar	854		
		TOTAL ACM	1,954		

1136

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: May 16, 2023

Signature

1137

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0475MN23

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
15th	Center Section	ACM chimney liner	128		123580062;M00282215
16th	Center Section	ACM chimney liner	128		123580062;M00282215
		TOTAL ACM	256		

1138

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT NOTIFICATION (Form ACP7)

ACCEPTED
10/27/2022
DEP
BUREAU OF ENVIRONMENTAL COMPLIANCE
ASBESTOS CONTROL PROGRAM
TRU

This form must be submitted to the DEP not less than one week in advance of the start of abatement activities.

I. FACILITY

1. Premise No. 720 Street Name West End Avenue Borough Manhattan Zip 10025
2. AKA _____ Type of Facility Commercial BIN 1033691 Block 01243 Lot 0001
3. Is the abatement activity not associated with a building / structure (ie., a street activity job)? ☐ Yes ☒ No
4. If yes, specify location, on _____ between _____ and _____
5. Is this building a one-or-two family residence? ☐ Yes ☒ No Is the building height more than 75 feet? ☒ Yes ☐ No
6. Is the abatement activity conducted in a Government owned building? ☐ Yes ☒ No
6a. Is it a Build-It-Back project? ☐ Yes ☒ No App ID # _____

II. BUILDING OWNER

7. Name 720 WEA Ventures, LLC Address 350 Park Ave
8. City New York State NY Zip 10022 Contact Person Mack Carroll
9. Tel. # 6467248409 Fax # _____ Email mcarroll@glaciereg.com

III. APPLICANT

10. Applicant's Affliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
11. Name ANTHONY CARDINALE Address 5848 59TH STREET
12. City MASPETH State NY Zip 11378 Contact Person ANTHONY CARDINALE
13. Tel. # 7183260125 Fax # _____ Email filings@nyinsulates.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name New York Insulation, Inc. DOL Lic. # 28640 Address 5848 59TH STREET
15. City MASPETH State NY Zip 11378 Contact Person ANTHONY CARDINALE
16. Tel. # (718) 326-0125 Fax # _____ Email filings@nyinsulates.com

V. THIRD PARTY AIR MONITOR

17. Name Enviro-Pro Unltd Corp. DOL Lic. # 63177 Address 262 West 38th Street Suite 602
18. City New York State NY Zip 10018 Contact Person Yevgeniy Golubchik
19. Tel. # 212-858-9449 Fax # _____ Email envprodep@gmail.com
20. Sample Analysis Laboratory Allab, Inc. NYS DOH ELAP # 12118
Sample Analysis Laboratory Metro Lab. NYS DOH ELAP # 12003

VI. PROJECT INFORMATION

21. Start date 10/31/2022 Projected completion date 10/20/2023
22. Asbestos work schedule Monday 7:00AM - 3:30PM, Tuesday 7:00AM - 3:30PM, Wednesday 7:00AM - 3:30PM, Thursday 7:00AM - 3:30PM, Friday 7:00AM - 3:30PM

Access to inspect the premises must be provided during the work schedule indicated above.

TRU #	ACP7 Fee	EN #
TRU2609MN22	$1,200.00	

TRU #	ACP7 Fee	EN #
TRU2609MN22	$1,200.00	

23. Total amount of asbestos-containing material 9,565 Square Feet, and/or _____ Linear Feet

24. Is the area under containment on any single floor equal to or more than a. 15,000 sq.ft ☐ Yes ☒ No b. 7,500 sq.ft. ☐ Yes ☒ No

25. TYPE OF ABATEMENT: Removal

26. ABATEMENT PROCEDURE: DEP Variance, Exterior Foam, Exterior Vertical Surface, Full Containment

VII. PROJECT DETAILS

27. DOES THE ASBESTOS PROJECT INVOLVE

(Checking "Yes" to any of the following subsections will require notice to FDNY as per Section 901.7 NYC Fire Code, Local Law 26 of 2008)

A. Disengagement or obstruction of any component of exit signage or exit lighting system? ☐ Yes ☒ No

B. Disengagement of any fire alarm system component including any fire alarm-initiating device? ☐ Yes ☒ No

C. Shut-off of the sprinkler system water supply? ☐ Yes ☒ No

D. Shut-off of any part of a standpipe system or standpipe system components, including valves or fire pumps? ☐ Yes ☒ No

28. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must submit a complete Work Place Safety Plan and obtain an Asbestos Abatement permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instructions for this form)

A. Obstruction of an exit door leading to an exit stair or the exterior of the building? ☐ Yes ☒ No

B. Obstruction of an exterior fire escape or access to that fire escape? ☐ Yes ☒ No

C. Obstruction of a fire-rated corridor leading to an exit door? ☐ Yes ☒ No

D. Removal of handrails in an exit stair or ramp within the work area*? ☐ Yes ☒ No

E. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g. smoke detectors and manual pull stations) within the work area*? ☐ Yes ☒ No

F. Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path marking within the work area*? ☐ Yes ☒ No

G. Removal or dismantling of any part of a sprinkler system including piping or sprinkler head within the work area*? ☐ Yes ☒ No

H. Removal or dismantling of any part of a standpipe system, including valves or fire pumps within the work area*? ☐ Yes ☒ No

I. Obstruction of an interior stairway leading to an exit or exit passageway of a building? ☐ Yes ☒ No

J. Is abatement activity being performed within a work area located in a confined space? ☐ Yes ☒ No

29. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer " Yes" to any of the following, you must obtain an Asbestos Abatement Permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instruction form that will be generated once you submit this application)

A. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray on fire-resistance rated materials within the work area*? ☒ Yes ☐ No

B. Removal of any fire dampers, smoke dampers, fire stopping materials, fireblocking or draft stopping within fire-resistance rated assemblies or within concealed spaces? ☒ Yes ☐ No

C. Removal of any non-load bearing / non-fire-resistance rated wall (greater than 45 sq.ft or 50% of a given wall) within the work area*? ☐ Yes ☒ No

D. Any plumbing work other than the repair or replacement of plumbing fixtures within the work area*? ☐ Yes ☒ No

TRU #	ACP7 Fee	EN #
TRU2609MN22	$1,200.00	

VIII. ASBESTOS HAULER

30.

Asbestos Hauler ATC NYS DEC Permit # 1A-371 TEL.# (631) 924-5050

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

Asbestos Hauler New York Insulation, Inc NYS DEC Permit # 2A-448 TEL.# 7183260125

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

Asbestos Hauler Codi Transport, LTD NYS DEC Permit # 1A-688 TEL.# 6316946001

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 9,565 Square Feet, and/or _____ Linear Feet

Floor	Entire Floor	Section of Floor	Type Of Abatement	Abatement Procedure	Type of Asbestos Containing Material	Amount of ACM		A-TRU Review/ Approval/Permit Required
						Square Feet	Linear Feet	
10th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	12		No
10th	No	East Wall Perimeter	Removal	DEP Variance	interior wall tar	645		No
10th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
11th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	7		No
11th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
11th	No	Window Enlargement Locations	Removal	DEP Variance	interior wall tar	180		No
12th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	6		No
12th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
12th	No	Windows Enlargement Locations	Removal	DEP Variance	interior wall tar	180		No
13th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	6		No
13th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
14th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
14th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
14th	No	Windows Enlargement Locations	Removal	DEP Variance	interior wall tar	180		No

TRU #	ACP7 Fee	EN #
TRU2609MN22	$1,200.00	

15th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
15th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
15th	No	Window Enlargement Locations	Removal	DEP Variance	interior wall tar	180		No
16th	No	Windows Enlargement Locations	Removal	DEP Variance	interior wall tar	180		No
1st	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	6		No
1st	No	West Elevation	Removal	Exterior Vertical Surface	exterior window caulk	5		No
2nd	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	12		No
2nd	No	East Wall Perimeter	Removal	DEP Variance	interior wall tar	645		No
2nd	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
2nd	No	West Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
3rd	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	12		No
3rd	No	East Wall Perimeter	Removal	DEP Variance	interior wall tar	645		No
3rd	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
3rd	No	West Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
4th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	12		No
4th	No	East Wall Perimeter	Removal	DEP Variance	interior wall tar	645		No
4th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
5th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	12		No
5th	No	East Wall Perimeter	Removal	DEP Variance	interior wall tar	645		No
5th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
6th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	12		No
6th	No	East Wall Perimeter	Removal	DEP Variance	interior wall tar	645		No
6th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
7th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	12		No

TRU #	ACP7 Fee	EN #
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7th	No	East Wall Perimeter	Removal	DEP Variance	interior wall tar	645		No
7th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
8th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	12		No
8th	No	East Wall Perimeter	Removal	DEP Variance	interior wall tar	645		No
8th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
9th	No	East Elevation	Removal	Exterior Vertical Surface	exterior window caulk	12		No
9th	No	East Wall Perimeter	Removal	DEP Variance	interior wall tar	645		No
9th	No	South Elevation	Removal	Exterior Vertical Surface	exterior window caulk	4		No
Cellar	No	Above Boiler Room	Removal	Full Containment	ceiling insulation	1,800		Yes
Ground	No	by Staircase	Removal	DEP Variance	duct insulation	580		No
Ground	No	Window Enlargement Locations	Removal	DEP Variance	interior wall tar	90		No
Roof	No	Cooling Tower Roof	Removal	Exterior Foam	miscellaneous tar	180		No
					TOTAL ACM	9,565		

TRU #	ACP7 Fee	EN #
TRU2609MN22	$1,200.00	

X. ACKNOWLEDGEMENT

31. I hereby declare that the information provided herein is true and complete to the best of my knowledge. I am familiar with Federal, State and NYC laws and regulations applicable to asbestos-related work.

Enviro-Pro Unltd Corp.	New York Insulation, Inc.	ANTHONY CARDINALE
Print Name of Air Monitor	Print Name of Asbestos Contractor	Print Name of Applicant
10/21/2022	10/21/2022	10/21/2022
Date Acknowledged	Date Acknowledged	Date Acknowledged

32. I understand that as the owner of a building where asbestos abatement activity occurs, I am responsible for the performance of the asbestos abatement activities in accordance with the Asbestos Control Program Rules. I have contracted the third party air monitor who is completely independent of all parties involved in the asbestos project. I hereby declare that I have authorized the filing of this notification for the work specified herein.

720 WEA Ventures, LLC	N/A
Print Name of Owner	Date Acknowledged

Please note:

1. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion

2. Any modification of information provided on this form must be reported immediately in writing directly to the NYC DEP Asbestos Control Program

TRU #	ACP7 Fee	EN #
TRU2609MN22	$1,200.00	

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU2609MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: December 13, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU2609MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
Cellar	Above Boiler Room	ceiling insulation	1,800		123580062, 123847365
Ground	by Staircase	duct insulation	580		
		TOTAL ACM	2,380		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: January 10, 2023

Signature

1148

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
12th	Windows Enlargement Locations	interior wall tar	180		
Roof	Cooling Tower Roof	miscellaneous tar	180		
11th	Window Enlargement Locations	interior wall tar	180		
		TOTAL ACM	540		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: January 4, 2023

Signature

1150

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
4th	East Wall Perimeter	interior wall tar	645		
3rd	East Wall Perimeter	interior wall tar	645		
2nd	East Wall Perimeter	interior wall tar	645		
10th	East Wall Perimeter	interior wall tar	645		
Ground	Window Enlargement Locations	interior wall tar	90		
		TOTAL ACM	2,670		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: January 4, 2023

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
7th	East Wall Perimeter	interior wall tar	645		
6th	East Wall Perimeter	interior wall tar	645		
5th	East Wall Perimeter	interior wall tar	645		
8th	East Wall Perimeter	interior wall tar	645		
9th	East Wall Perimeter	interior wall tar	645		
		TOTAL ACM	3,225		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: January 4, 2023

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
16th	Windows Enlargement Locations	interior wall tar	180		
15th	Window Enlargement Locations	interior wall tar	180		
14th	Windows Enlargement Locations	interior wall tar	180		
		TOTAL ACM	540		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: May 16, 2023

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
1st	East Elevation	exterior window caulk	6		
7th	East Elevation	exterior window caulk	12		
6th	East Elevation	exterior window caulk	12		
4th	East Elevation	exterior window caulk	12		
2nd	East Elevation	exterior window caulk	12		
3rd	East Elevation	exterior window caulk	12		
5th	East Elevation	exterior window caulk	12		
13th	East Elevation	exterior window caulk	6		
10th	East Elevation	exterior window caulk	12		
11th	East Elevation	exterior window caulk	7		
14th	East Elevation	exterior window caulk	4		
8th	East Elevation	exterior window caulk	12		
9th	East Elevation	exterior window caulk	12		
15th	East Elevation	exterior window caulk	4		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
12th	East Elevation	exterior window caulk	6		
11th	South Elevation	exterior window caulk	4		
15th	South Elevation	exterior window caulk	4		
2nd	South Elevation	exterior window caulk	4		
9th	South Elevation	exterior window caulk	4		
13th	South Elevation	exterior window caulk	4		
4th	South Elevation	exterior window caulk	4		
7th	South Elevation	exterior window caulk	4		
8th	South Elevation	exterior window caulk	4		
12th	South Elevation	exterior window caulk	4		
10th	South Elevation	exterior window caulk	4		
14th	South Elevation	exterior window caulk	4		
5th	South Elevation	exterior window caulk	4		
3rd	South Elevation	exterior window caulk	4		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2609MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
6th	South Elevation	exterior window caulk	4		
3rd	West Elevation	exterior window caulk	4		
1st	West Elevation	exterior window caulk	5		
2nd	West Elevation	exterior window caulk	4		
		TOTAL ACM	210		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT NOTIFICATION (Form ACP7)

ACCEPTED
7/14/2022
DEP
BUREAU OF ENVIRONMENTAL COMPLIANCE
ASBESTOS CONTROL PROGRAM
TRU

This form must be submitted to the DEP not less than one week in advance of the start of abatement activities.

I. FACILITY

1. Premise No. 720 Street Name West End Avenue Borough Manhattan Zip 10025
2. AKA _____ Type of Facility Commercial BIN 1033691 Block 01243 Lot 0001
3. Is the abatement activity not associated with a building / structure (ie., a street activity job)? ☐ Yes ☒ No
4. If yes, specify location, on _____ between _____ and _____
5. Is this building a one-or-two family residence? ☐ Yes ☒ No Is the building height more than 75 feet? ☒ Yes ☐ No
6. Is the abatement activity conducted in a Government owned building? ☐ Yes ☒ No
6a. Is it a Build-It-Back project? ☐ Yes ☒ No App ID # _____

II. BUILDING OWNER

7. Name 720 WEA Ventures LLC Address 350 Park Ave
8. City New York State NY Zip 10022 Contact Person Mack Carroll
9. Tel. # (646) 724-8409 Fax # _____ Email mcarroll@glaciereq.com

III. APPLICANT

10. Applicant's Affliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
11. Name ANTHONY CARDINALE Address 5848 59TH STREET
12. City MASPETH State NY Zip 11378 Contact Person ANTHONY CARDINALE
13. Tel. # 7183260125 Fax # _____ Email filings@nyinsulates.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name New York Insulation, Inc. DOL Lic. # 28640 Address 5848 59TH STREET
15. City MASPETH State NY Zip 11378 Contact Person ANTHONY CARDINALE
16. Tel. # (718) 326-0125 Fax # _____ Email filings@nyinsulates.com

V. THIRD PARTY AIR MONITOR

17. Name Enviro-Pro Unltd Corp. DOL Lic. # 63177 Address 262 West 38th Street Suite 602
18. City New York State NY Zip 10018 Contact Person Yevgeniy Golubchik
19. Tel. # 212-858-9449 Fax # _____ Email envprodep@gmail.com
20. Sample Analysis Laboratory Allab NYS DOH ELAP # 12118
Sample Analysis Laboratory Metro NYS DOH ELAP # 12003

VI. PROJECT INFORMATION

21. Start date 7/15/2022 Projected completion date 7/7/2023
22. Asbestos work schedule Monday 7:00AM - 5:30PM, Tuesday 7:00AM - 5:30PM, Wednesday 7:00AM - 5:30PM, Thursday 7:00AM - 5:30PM, Friday 7:00AM - 5:30PM, Saturday 8:00AM - 4:30PM

Access to inspect the premises must be provided during the work schedule indicated above.

TRU #	ACP7 Fee	EN #
TRU1705MN22	$1,200.00	

TRU #	ACP7 Fee	EN #
TRU1705MN22	$1,200.00	

23. Total amount of asbestos-containing material 25,719 Square Feet, and/or 20,691 Linear Feet

24. Is the area under containment on any single floor equal to or more than a. 15,000 sq.ft ☐ Yes ☒ No b. 7,500 sq.ft. ☐ Yes ☒ No

25. TYPE OF ABATEMENT: Removal

26. ABATEMENT PROCEDURE: DEP Variance

VII. PROJECT DETAILS

27. DOES THE ASBESTOS PROJECT INVOLVE

(Checking "Yes" to any of the following subsections will require notice to FDNY as per Section 901.7 NYC Fire Code, Local Law 26 of 2008)

A. Disengagement or obstruction of any component of exit signage or exit lighting system?	☐ Yes ☒ No
B. Disengagement of any fire alarm system component including any fire alarm-initiating device?	☐ Yes ☒ No
C. Shut-off of the sprinkler system water supply?	☐ Yes ☒ No
D. Shut-off of any part of a standpipe system or standpipe system components, including valves or fire pumps?	☐ Yes ☒ No

28. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must submit a complete Work Place Safety Plan and obtain an Asbestos Abatement permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instructions for this form)

A. Obstruction of an exit door leading to an exit stair or the exterior of the building?	☒ Yes ☐ No
B. Obstruction of an exterior fire escape or access to that fire escape?	☐ Yes ☒ No
C. Obstruction of a fire-rated corridor leading to an exit door?	☐ Yes ☒ No
D. Removal of handrails in an exit stair or ramp within the work area*?	☐ Yes ☒ No
E. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g. smoke detectors and manual pull stations) within the work area*?	☐ Yes ☒ No
F. Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path marking within the work area*?	☐ Yes ☒ No
G. Removal or dismantling of any part of a sprinkler system including piping or sprinkler head within the work area*?	☐ Yes ☒ No
H. Removal or dismantling of any part of a standpipe system, including valves or fire pumps within the work area*?	☐ Yes ☒ No
I. Obstruction of an interior stairway leading to an exit or exit passageway of a building?	☐ Yes ☒ No
J. Is abatement activity being performed within a work area located in a confined space?	☐ Yes ☒ No

29. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer " Yes" to any of the following, you must obtain an Asbestos Abatement Permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instruction form that will be generated once you submit this application)

A. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray on fire-resistance rated materials within the work area*?	☒ Yes ☐ No
B. Removal of any fire dampers, smoke dampers, fire stopping materials, fireblocking or draft stopping within fire-resistance rated assemblies or within concealed spaces?	☐ Yes ☒ No
C. Removal of any non-load bearing / non-fire-resistance rated wall (greater than 45 sq.ft or 50% of a given wall) within the work area*?	☐ Yes ☒ No
D. Any plumbing work other than the repair or replacement of plumbing fixtures within the work area*?	☐ Yes ☒ No

TRU #	ACP7 Fee	EN #
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VIII. ASBESTOS HAULER

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Asbestos Hauler ATC NYS DEC Permit # 1A-371 TEL.# (631) 924-5050

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

Asbestos Hauler New York Insulation, Inc NYS DEC Permit # 2A-448 TEL.# 7183260125

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 25,719 Square Feet, and/or 20,691 Linear Feet

Floor	Entire Floor	Section of Floor	Type Of Abatement	Abatement Procedure	Type of Asbestos Containing Material	Amount of ACM		A-TRU Review/ Approval/Permit Required
						Square Feet	Linear Feet	
10	No	by Stair A Whitin Column	Removal	DEP Variance	duct insulation	120		No
10	No	Column 20	Removal	DEP Variance	tar	72		No
10	No	Column 21	Removal	DEP Variance	tar	72		No
10	No	Column 46	Removal	DEP Variance	tar	72		No
10	No	Column 64	Removal	DEP Variance	tar	72		No
10	No	Column 65	Removal	DEP Variance	tar	72		No
10	No	Column 66	Removal	DEP Variance	tar	72		No
10	No	Column 67	Removal	DEP Variance	tar	72		No
10	No	Column 68	Removal	DEP Variance	tar	72		No
10	No	Former units 118 & 1019	Removal	DEP Variance	floor linoleum	55		No
10	No	Perimeter	Removal	DEP Variance	interior wall tar	690		No
10	No	Perimeter	Removal	DEP Variance	radiator cover insulation	65		No
10	No	Throughout	Removal	DEP Variance	pipe insulation and pipe elbow insulation		360	No
10th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
11th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
12th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
14th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
15th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
16th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
2nd	No	by Stair Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
2nd	No	Column 19	Removal	DEP Variance	tar	72		No
2nd	No	Column 64	Removal	DEP Variance	tar	72		No
2nd	No	Column 65	Removal	DEP Variance	tar	72		No

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2nd	No	Column 66	Removal	DEP Variance	tar	72		No
2nd	No	Column 67	Removal	DEP Variance	tar	72		No
2nd	No	Column 68	Removal	DEP Variance	tar	72		No
2nd	No	Column 7	Removal	DEP Variance	tar	72		No
2nd	No	Column 8	Removal	DEP Variance	tar	72		No
2nd	No	Column 9	Removal	DEP Variance	tar	72		No
2nd	No	Perimeter	Removal	DEP Variance	interior wall tar	180		Yes
2nd	No	Perimeter	Removal	DEP Variance	radiator insulation	35		Yes
2nd	No	South East Space	Removal	DEP Variance	floor tiles	440		No
2nd	No	Throughout	Removal	DEP Variance	pipe insulation and pipe elbow insulation		360	Yes
2nd	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
3rd	No	by Stair A Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
3rd	No	Column 64	Removal	DEP Variance	tar	72		No
3rd	No	Column 65	Removal	DEP Variance	tar	72		No
3rd	No	Column 66	Removal	DEP Variance	tar	72		No
3rd	No	Column 67	Removal	DEP Variance	tar	72		No
3rd	No	Column 68	Removal	DEP Variance	tar	72		No
3rd	No	Former Unit 318	Removal	DEP Variance	floor tile	40		No
3rd	No	Former Unit 319	Removal	DEP Variance	floor tile	40		No
3rd	No	Former Unit 321	Removal	DEP Variance	floor tiles	45		No
3rd	No	Perimeter	Removal	DEP Variance	interior wall tar	690		Yes
3rd	No	Perimeter	Removal	DEP Variance	radiator insulation	30		Yes
3rd	No	Throughout	Removal	DEP Variance	pipe insulation and pipe elbow insulation		360	Yes
3rd	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
4th	No	by Stair A Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
4th	No	Column 64	Removal	DEP Variance	tar	72		No
4th	No	Column 65	Removal	DEP Variance	tar	72		No
4th	No	Column 66	Removal	DEP Variance	tar	72		No
4th	No	Column 67	Removal	DEP Variance	tar	72		No
4th	No	Column 68	Removal	DEP Variance	tar	72		No
4th	No	Perimeter	Removal	DEP Variance	interior wall tar	690		No
4th	No	Perimeter	Removal	DEP Variance	radiator insulation	40		No

TRU #	ACP7 Fee	EN #
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4th	No	Throughout	Removal	DEP Variance	pipe insulation and pipe elbow insulation		360	Yes
4th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
5th	No	by Stair A Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
5th	No	Column 64	Removal	DEP Variance	tar	72		No
5th	No	Column 65	Removal	DEP Variance	tar	72		No
5th	No	Column 66	Removal	DEP Variance	tar	72		No
5th	No	Column 67	Removal	DEP Variance	tar	72		No
5th	No	Column 68	Removal	DEP Variance	tar	72		No
5th	No	Former Unit 517	Removal	DEP Variance	floor linoleum	25		No
5th	No	Perimeter	Removal	DEP Variance	interior wall tar	690		Yes
5th	No	Perimeter	Removal	DEP Variance	radiator insulation	35		Yes
5th	No	Throughout	Removal	DEP Variance	pipe insulation and pipe elbow insulation		360	Yes
5th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
6th	No	by Stair A Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
6th	No	Column 64	Removal	DEP Variance	tar	72		No
6th	No	Column 65	Removal	DEP Variance	tar	72		No
6th	No	Column 66	Removal	DEP Variance	tar	72		No
6th	No	Column 67	Removal	DEP Variance	tar	72		No
6th	No	Column 68	Removal	DEP Variance	tar	72		No
6th	No	Perimeter	Removal	DEP Variance	interior wall tar	690		Yes
6th	No	Perimeter	Removal	DEP Variance	radiator cover insulation	35		Yes
6th	No	Throughout	Removal	DEP Variance	pipe insulation and pipe elbow insulation		360	Yes
6th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
7th	No	by Stair Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
7th	No	Column 64	Removal	DEP Variance	tar	72		No
7th	No	Column 65	Removal	DEP Variance	tar	72		No
7th	No	Column 66	Removal	DEP Variance	tar	72		No
7th	No	Column 67	Removal	DEP Variance	tar	72		No
7th	No	Column 68	Removal	DEP Variance	tar	72		No
7th	No	Perimeter	Removal	DEP Variance	interior wall tar	690		Yes
7th	No	Perimeter	Removal	DEP Variance	radiator cover insulation	80		Yes

TRU #	ACP7 Fee	EN #
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7th	No	Throughout	Removal	DEP Variance	pipe insulation and pipe elbow insulation		360	Yes
7th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
8th	No	by Stair A Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
8th	No	Column 64	Removal	DEP Variance	tar	72		No
8th	No	Column 65	Removal	DEP Variance	tar	72		No
8th	No	Column 66	Removal	DEP Variance	tar	72		No
8th	No	Column 67	Removal	DEP Variance	tar	72		No
8th	No	Column 68	Removal	DEP Variance	tar	72		No
8th	No	Former Unit 807	Removal	DEP Variance	floor linoleum	25		No
8th	No	Perimeter	Removal	DEP Variance	interior wall tar	690		Yes
8th	No	Perimeter	Removal	DEP Variance	radiator cover insulation	60		Yes
8th	No	Throughout	Removal	DEP Variance	pipe insulation and pipe elbow insulation		360	Yes
8th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
9th	No	by Stair Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
9th	No	Column 64	Removal	DEP Variance	tar	72		No
9th	No	Column 65	Removal	DEP Variance	tar	72		No
9th	No	Column 66	Removal	DEP Variance	tar	72		No
9th	No	Column 67	Removal	DEP Variance	tar	72		No
9th	No	Column 68	Removal	DEP Variance	tar	72		No
9th	No	Former Unit 907	Removal	DEP Variance	floor linoleum	20		No
9th	No	Former Unit 918	Removal	DEP Variance	floor tiles	70		No
9th	No	Perimeter	Removal	DEP Variance	interior wall tar	690		No
9th	No	Perimeter	Removal	DEP Variance	radiator cover insulation	75		No
9th	No	Throughout	Removal	DEP Variance	pipe insulation and pipe elbow insulation		360	Yes
9th	No	Throughout	Removal	DEP Variance	in-floor pipe insulation		1,094	Yes
Cellar	No	Column 35	Removal	DEP Variance	tar	72		No
Cellar	No	Column 40	Removal	DEP Variance	tar	72		No
Cellar	No	Column 41	Removal	DEP Variance	tar	72		No
Cellar	No	Former Break Room & Reading Room	Removal	DEP Variance	spray-on fireproofing	520		Yes
Cellar	No	North West	Removal	DEP Variance	floor tiles	1,650		Yes

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Cellar	No	South East	Removal	DEP Variance	floor tiles	1,950		Yes
Cellar	No	South West	Removal	DEP Variance	floor tiles	1,600		Yes
Cellar	No	Throughout	Removal	DEP Variance	spray-on fireproofing	5,400		Yes
Cellar	No	Throughout	Removal	DEP Variance	pipe insulation and pipe elbow insulation		1,570	Yes
Ground	No	by Stair A Within Column	Removal	DEP Variance	duct insulation	120		Yes
Ground	No	Column 19	Removal	DEP Variance	tar	72		No
Ground	No	Column 35	Removal	DEP Variance	tar	72		No
Ground	No	Column 40	Removal	DEP Variance	tar	72		No
Ground	No	Column 41	Removal	DEP Variance	tar	72		No
Ground	No	Column 64	Removal	DEP Variance	tar	72		No
Ground	No	Column 65	Removal	DEP Variance	tar	72		No
Ground	No	Column 66	Removal	DEP Variance	tar	72		No
Ground	No	Column 67	Removal	DEP Variance	tar	72		No
Ground	No	Column 68	Removal	DEP Variance	tar	72		No
Ground	No	Column 7	Removal	DEP Variance	tar	72		No
Ground	No	Column 8	Removal	DEP Variance	tar	72		No
Ground	No	Column 9	Removal	DEP Variance	tar	72		No
Ground	No	Dining Room	Removal	DEP Variance	mirror glue	120		No
Ground	No	Interior Pipe Chases	Removal	DEP Variance	pipe insulation and pipe elbow insulation		565	Yes
Ground	No	Perimeter	Removal	DEP Variance	interior wall tar	180		Yes
Ground	No	South Offices	Removal	DEP Variance	floor tiles	550		No
Ground	No	South-East Section	Removal	DEP Variance	floor tiles	600		No
Ground	No	South-East Space	Removal	DEP Variance	mirror glue	120		No
Ground	No	Storage	Removal	DEP Variance	floor tiles	90		No
					TOTAL ACM	25,719	20,691	

TRU #	ACP7 Fee	EN #
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X. ACKNOWLEDGEMENT

31. I hereby declare that the information provided herein is true and complete to the best of my knowledge. I am familiar with Federal, State and NYC laws and regulations applicable to asbestos-related work.

Enviro-Pro Unltd Corp.	New York Insulation, Inc.	ANTHONY CARDINALE
Print Name of Air Monitor	Print Name of Asbestos Contractor	Print Name of Applicant
7/8/2022	7/8/2022	7/8/2022
Date Acknowledged	Date Acknowledged	Date Acknowledged

32. I understand that as the owner of a building where asbestos abatement activity occurs, I am responsible for the performance of the asbestos abatement activities in accordance with the Asbestos Control Program Rules. I have contracted the third party air monitor who is completely independent of all parties involved in the asbestos project. I hereby declare that I have authorized the filing of this notification for the work specified herein.

720 WEA Ventures LLC	N/A
Print Name of Owner	Date Acknowledged

Please note:

1. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion

2. Any modification of information provided on this form must be reported immediately in writing directly to the NYC DEP Asbestos Control Program

TRU #	ACP7 Fee	EN #
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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: September 23, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
9th	Column 64	tar	72		
9th	Column 67	tar	72		
9th	Column 65	tar	72		
9th	Column 66	tar	72		
9th	by Stair Whitin Column	duct insulation	120		123580062, 123847365, M00282215
9th	Throughout	pipe insulation and pipe elbow insulation		360	123580062, 123847365, M00282215
9th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
9th	Column 68	tar	72		
9th	Former Unit 907	floor linoleum	20		
9th	Former Unit 918	floor tiles	70		
9th	Perimeter	interior wall tar	690		
9th	Perimeter	radiator cover insulation	75		
		TOTAL ACM	1,335	1,454	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: November 9, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
6th	Column 65	tar	72		
6th	Column 68	tar	72		
6th	Column 64	tar	72		
6th	Column 66	tar	72		
6th	by Stair A Whitin Column	duct insulation	120		123580062, 123847365, M00282215
6th	Column 67	tar	72		
6th	Perimeter	interior wall tar	690		123580062, 123847365, M00282215
6th	Perimeter	radiator cover insulation	35		123580062, 123847365, M00282215
6th	Throughout	pipe insulation and pipe elbow insulation		360	123580062, 123847365, M00282215
6th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
		TOTAL ACM	1,205	1,454	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: November 9, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
4th	Throughout	pipe insulation and pipe elbow insulation		360	123580062, 123847365, M00282215
4th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
4th	Column 64	tar	72		
4th	Column 67	tar	72		
4th	Column 68	tar	72		
4th	Column 65	tar	72		
4th	Column 66	tar	72		
4th	by Stair A Whitin Column	duct insulation	120		123580062, 123847365, M00282215
4th	Perimeter	interior wall tar	690		
4th	Perimeter	radiator insulation	40		
		TOTAL ACM	1,210	1,454	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: November 9, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
3rd	Column 64	tar	72		
3rd	Column 67	tar	72		
3rd	Former Unit 319	floor tile	40		
3rd	Former Unit 321	floor tiles	45		
3rd	Column 65	tar	72		
3rd	by Stair A Whitin Column	duct insulation	120		123580062, 123847365, M00282215
3rd	Perimeter	interior wall tar	690		123580062, 123847365, M00282215
3rd	Perimeter	radiator insulation	30		123580062, 123847365, M00282215
3rd	Former Unit 318	floor tile	40		
3rd	Column 66	tar	72		
3rd	Column 68	tar	72		
3rd	Throughout	pipe insulation and pipe elbow insulation		360	123580062, 123847365, M00282215
3rd	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
		TOTAL ACM	1,325	1,454	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

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- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
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Date: September 7, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
Cellar	Column 35	tar	72		
Cellar	Throughout	spray-on fireproofing	5,400		123580062, 123847365, M00282215
Cellar	Throughout	pipe insulation and pipe elbow insulation		1,570	123580062, 123847365, M00282215
Cellar	North West	floor tiles	1,650		123580062, 123847365, M00282215
Cellar	South East	floor tiles	1,950		123580062, 123847365, M00282215
Cellar	Column 40	tar	72		
Cellar	Former Break Room & Reading Room	spray-on fireproofing	520		123580062, 123847365, M00282215
Cellar	Column 41	tar	72		
Cellar	South West	floor tiles	1,600		123580062, 123847365, M00282215
		TOTAL ACM	11,336	1,570	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

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TRU1705MN22

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
11th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
		TOTAL ACM		1,094	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

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Date: November 9, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
12th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
15th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
16th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
		TOTAL ACM		3,282	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

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Date: November 9, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
Ground	by Stair A Within Column	duct insulation	120		123580062, 123847365, M00282215
Ground	Column 9	tar	72		
Ground	Column 40	tar	72		
Ground	Column 7	tar	72		
Ground	Column 19	tar	72		
Ground	Column 41	tar	72		
Ground	Storage	floor tiles	90		
Ground	Dining Room	mirror glue	120		
Ground	Interior Pipe Chases	pipe insulation and pipe elbow insulation		565	123580062, 123847365, M00282215
Ground	Column 68	tar	72		
Ground	Column 66	tar	72		
Ground	Column 67	tar	72		
Ground	Column 64	tar	72		
Ground	Column 65	tar	72		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
Ground	Perimeter	interior wall tar	180		123580062, 123847365, M00282215
Ground	South-East Section	floor tiles	600		
Ground	South Offices	floor tiles	550		
Ground	South-East Space	mirror glue	120		
Ground	Column 35	tar	72		
		TOTAL ACM	2,572	565	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

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Date: November 9, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
2nd	Perimeter	interior wall tar	180		123580062, 123847365, M00282215
2nd	Perimeter	radiator insulation	35		123580062, 123847365, M00282215
2nd	Column 8	tar	72		
2nd	Column 64	tar	72		
2nd	Column 9	tar	72		
2nd	Column 65	tar	72		
2nd	Column 67	tar	72		
2nd	Column 19	tar	72		
2nd	Column 7	tar	72		
2nd	Column 68	tar	72		
2nd	Throughout	pipe insulation and pipe elbow insulation		360	123580062, 123847365, M00282215
2nd	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
Ground	Column 8	tar	72		
2nd	Column 66	tar	72		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
2nd	by Stair Whitin Column	duct insulation	120		123580062, 123847365, M00282215
2nd	South East Space	floor tiles	440		
		TOTAL ACM	1,495	1,454	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

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TRU1705MN22

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Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
7th	Column 65	tar	72		
7th	Perimeter	interior wall tar	690		123580062, 123847365, M00282215
7th	Perimeter	radiator cover insulation	80		123580062, 123847365, M00282215
7th	Column 67	tar	72		
7th	Column 66	tar	72		
7th	by Stair Whitin Column	duct insulation	120		123580062, 123847365, M00282215
7th	Column 68	tar	72		
7th	Column 64	tar	72		
7th	Throughout	pipe insulation and pipe elbow insulation		360	123580062, 123847365, M00282215
7th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
		TOTAL ACM	1,250	1,454	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

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Date: November 9, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
8th	Column 64	tar	72		
8th	Column 67	tar	72		
8th	Column 68	tar	72		
8th	Perimeter	interior wall tar	690		123580062, 123847365, M00282215
8th	Perimeter	radiator cover insulation	60		123580062, 123847365, M00282215
8th	Column 65	tar	72		
8th	Column 66	tar	72		
8th	by Stair A Whitin Column	duct insulation	120		123580062, 123847365, M00282215
8th	Throughout	pipe insulation and pipe elbow insulation		360	123580062, 123847365, M00282215
8th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
8th	Former Unit 807	floor linoleum	25		
		TOTAL ACM	1,255	1,454	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

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Date: September 23, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
10th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
		TOTAL ACM		1,094	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

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Date: November 9, 2022

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1195

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
5th	Throughout	pipe insulation and pipe elbow insulation		360	123580062, 123847365, M00282215
5th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
5th	Perimeter	interior wall tar	690		123580062, 123847365, M00282215
5th	Perimeter	radiator insulation	35		123580062, 123847365, M00282215
5th	Column 64	tar	72		
5th	Column 66	tar	72		
5th	Column 65	tar	72		
5th	Column 67	tar	72		
5th	Column 68	tar	72		
5th	by Stair A Whitin Column	duct insulation	120		123580062, 123847365, M00282215
5th	Former Unit 517	floor linoleum	25		
		TOTAL ACM	1,230	1,454	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

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Date: September 8, 2022

Signature

1197

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

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ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU1705MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
14th	Throughout	in-floor pipe insulation		1,094	123580062, 123847365, M00282215
		TOTAL ACM		1,094	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1705MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue

Borough Manhattan Zip 10025

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- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

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- [ ] Project Completion Form (entire project)
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Date: November 9, 2022

Signature

1199

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU1705MN22

Build It Back App ID # _____

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
10	Throughout	pipe insulation and pipe elbow insulation		360	
10	by Stair A Whitin Column	duct insulation	120		
10	Former units 118 & 1019	floor linoleum	55		
10	Column 66	tar	72		
10	Column 20	tar	72		
10	Column 67	tar	72		
10	Column 64	tar	72		
10	Column 65	tar	72		
10	Column 21	tar	72		
10	Column 68	tar	72		
10	Column 46	tar	72		
10	Perimeter	interior wall tar	690		
10	Perimeter	radiator cover insulation	65		
		TOTAL ACM	1,506	360	

1200

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT NOTIFICATION (Form ACP7)

ACCEPTED
3/31/2022
DEP
BUREAU OF ENVIRONMENTAL COMPLIANCE
ASBESTOS CONTROL PROGRAM
TRU

This form must be submitted to the DEP not less than one week in advance of the start of abatement activities.

I. FACILITY

1. Premise No. 720 Street Name West End Avenue Borough Manhattan Zip 10025
2. AKA _____ Type of Facility Commercial BIN 1033691 Block 01243 Lot 0001
3. Is the abatement activity not associated with a building / structure (ie., a street activity job)? ☐ Yes ☒ No
4. If yes, specify location, on _____ between _____ and _____
5. Is this building a one-or-two family residence? ☐ Yes ☒ No Is the building height more than 75 feet? ☒ Yes ☐ No
6. Is the abatement activity conducted in a Government owned building? ☐ Yes ☒ No
6a. Is it a Build-It-Back project? ☐ Yes ☒ No App ID # _____

II. BUILDING OWNER

7. Name 720 WEA Ventures LLC Address 350 Park Ave
8. City New York State NY Zip 10022 Contact Person Mack Carroll
9. Tel. # 6467248409 Fax # _____ Email mcarroll@glacierg.com

III. APPLICANT

10. Applicant's Affliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
11. Name ANTHONY CARDINALE Address 5848 59TH STREET
12. City MASPETH State NY Zip 11378 Contact Person ANTHONY CARDINALE
13. Tel. # 7183260125 Fax # _____ Email filings@nyinsulates.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name New York Insulation, Inc. DOL Lic. # 28640 Address 5848 59TH STREET
15. City MASPETH State NY Zip 11378 Contact Person ANTHONY CARDINALE
16. Tel. # (718) 326-0125 Fax # _____ Email filings@nyinsulates.com

V. THIRD PARTY AIR MONITOR

17. Name Enviro-Pro Unltd Corp. DOL Lic. # 63177 Address 262 West 38th Street Suite 405
18. City New York State NY Zip 10018 Contact Person Yevgeniy Golubchik
19. Tel. # 212-858-9449 Fax # _____ Email envprodep@gmail.com
20. Sample Analysis Laboratory Allab Inc. NYS DOH ELAP # 12118
Sample Analysis Laboratory Metro Lab NYS DOH ELAP # 12003

VI. PROJECT INFORMATION

21. Start date 4/18/2022 Projected completion date 3/30/2023
22. Asbestos work schedule Monday 7:00AM - 3:30PM, Tuesday 7:00AM - 3:30PM, Wednesday 7:00AM - 3:30PM, Thursday 7:00AM - 3:30PM, Friday 7:00AM - 3:30PM

Access to inspect the premises must be provided during the work schedule indicated above.

TRU #	ACP7 Fee	EN #
TRU0785MN22	$1,200.00	

TRU #	ACP7 Fee	EN #
TRU0785MN22	$1,200.00	

23. Total amount of asbestos-containing material 5,517 Square Feet, and/or 2,760 Linear Feet

24. Is the area under containment on any single floor equal to or more than a. 15,000 sq.ft ☐ Yes ☒ No b. 7,500 sq.ft. ☐ Yes ☒ No

25. TYPE OF ABATEMENT: Removal

26. ABATEMENT PROCEDURE: DEP Variance, Full Containment

VII. PROJECT DETAILS

27. DOES THE ASBESTOS PROJECT INVOLVE

(Checking "Yes" to any of the following subsections will require notice to FDNY as per Section 901.7 NYC Fire Code, Local Law 26 of 2008)

A. Disengagement or obstruction of any component of exit signage or exit lighting system?	☐ Yes ☒ No
B. Disengagement of any fire alarm system component including any fire alarm-initiating device?	☐ Yes ☒ No
C. Shut-off of the sprinkler system water supply?	☐ Yes ☒ No
D. Shut-off of any part of a standpipe system or standpipe system components, including valves or fire pumps?	☐ Yes ☒ No

28. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must submit a complete Work Place Safety Plan and obtain an Asbestos Abatement permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instructions for this form)

A. Obstruction of an exit door leading to an exit stair or the exterior of the building?	☐ Yes ☒ No
B. Obstruction of an exterior fire escape or access to that fire escape?	☐ Yes ☒ No
C. Obstruction of a fire-rated corridor leading to an exit door?	☐ Yes ☒ No
D. Removal of handrails in an exit stair or ramp within the work area*?	☐ Yes ☒ No
E. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g. smoke detectors and manual pull stations) within the work area*?	☐ Yes ☒ No
F. Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path marking within the work area*?	☐ Yes ☒ No
G. Removal or dismantling of any part of a sprinkler system including piping or sprinkler head within the work area*?	☐ Yes ☒ No
H. Removal or dismantling of any part of a standpipe system, including valves or fire pumps within the work area*?	☐ Yes ☒ No
I. Obstruction of an interior stairway leading to an exit or exit passageway of a building?	☐ Yes ☒ No
J. Is abatement activity being performed within a work area located in a confined space?	☐ Yes ☒ No

29. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer " Yes" to any of the following, you must obtain an Asbestos Abatement Permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instruction form that will be generated once you submit this application)

A. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray on fire-resistance rated materials within the work area*?	☒ Yes ☐ No
B. Removal of any fire dampers, smoke dampers, fire stopping materials, fireblocking or draft stopping within fire-resistance rated assemblies or within concealed spaces?	☐ Yes ☒ No
C. Removal of any non-load bearing / non-fire-resistance rated wall (greater than 45 sq.ft or 50% of a given wall) within the work area*?	☐ Yes ☒ No
D. Any plumbing work other than the repair or replacement of plumbing fixtures within the work area*?	☐ Yes ☒ No

TRU #	ACP7 Fee	EN #
TRU0785MN22	$1,200.00	

VIII. ASBESTOS HAULER

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Asbestos Hauler ATC NYS DEC Permit # 1A-371 TEL.# (631) 924-5050

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

Asbestos Hauler New York Insulation, Inc. NYS DEC Permit # 2A-448 TEL.# 7183260125

Disposal Site(s) Minerva Enterprise 9000 Minerva Road Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 5,517 Square Feet, and/or 2,760 Linear Feet

Floor	Entire Floor	Section of Floor	Type Of Abatement	Abatement Procedure	Type of Asbestos Containing Material	Amount of ACM		A-TRU Review/ Approval/Permit Required
						Square Feet	Linear Feet	
11th	No	by Stair Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
11th	No	Column 10	Removal	DEP Variance	tar	72		No
11th	No	Column 20	Removal	DEP Variance	tar	72		No
11th	No	Column 21	Removal	DEP Variance	tar	72		No
11th	No	Column 32	Removal	DEP Variance	tar	72		No
11th	No	Column 36	Removal	DEP Variance	tar	72		No
11th	No	Column 46	Removal	DEP Variance	tar	72		No
11th	No	Column 64	Removal	DEP Variance	tar	72		No
11th	No	Column 65	Removal	DEP Variance	tar	72		No
11th	No	Column 66	Removal	DEP Variance	tar	72		No
11th	No	Column 67	Removal	DEP Variance	tar	72		No
11th	No	Column 68	Removal	DEP Variance	tar	72		No
11th	No	Former Unit 1117	Removal	DEP Variance	floor linoleum	25		No
11th	No	Perimeter	Removal	DEP Variance	interior wall tar	180		No
11th	No	Perimeter	Removal	DEP Variance	radiator cover insulation	95		No
11th	No	Throughout	Removal	DEP Variance	pipe insulation and pipe elbow insulation		360	Yes
12	No	by Stair A Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
12th	No	Column 34	Removal	DEP Variance	Tar	72		No
12th	No	Column 46	Removal	DEP Variance	Tar	72		No
12th	No	Former Unit 1208	Removal	DEP Variance	floor tiles	25		No
12th	No	Former Units 1208 & 1218	Removal	DEP Variance	floor linoleum	155		No
12th	No	Perimeter	Removal	DEP Variance	interior wall tar	180		No
12th	No	Perimeter	Removal	DEP Variance	radiator cover insulation	45		No

TRU #	ACP7 Fee	EN #
TRU0785MN22	$1,200.00	

12th	No	Throughout	Removal	DEP Variance	pipe insulation & pipe elbow insulation		360	Yes
14	No	by Stair A Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
14th	No	Column 34	Removal	DEP Variance	Tar	72		No
14th	No	Column 46	Removal	DEP Variance	Tar	72		No
14th	No	Former Unit 1408A	Removal	DEP Variance	floor tiles	65		No
14th	No	Former Unit 1411	Removal	DEP Variance	floor linoleum	30		No
14th	No	Former Unit 1411	Removal	DEP Variance	floor tiles	65		No
14th	No	Former Unit 1416	Removal	DEP Variance	floor linoleum	30		No
14th	No	Former Unit 1416	Removal	DEP Variance	floor tiles	65		No
14th	No	Former Unit 1418	Removal	DEP Variance	floor tiles	65		No
14th	No	Former Unit 1419	Removal	DEP Variance	floor linoleum	35		No
14th	No	Perimeter	Removal	DEP Variance	interior wall tar	180		No
14th	No	Perimeter	Removal	DEP Variance	radiator cover insulation	56		No
14th	No	Throughout	Removal	DEP Variance	pipe insulation & pipe elbow insulation		370	Yes
15	No	by Stair A Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
15th	No	Column 10	Removal	DEP Variance	Tar	72		No
15th	No	Column 21	Removal	DEP Variance	Tar	72		No
15th	No	Column 22	Removal	DEP Variance	Tar	72		No
15th	No	Column 36	Removal	DEP Variance	Tar	72		No
15th	No	Column 52	Removal	DEP Variance	Tar	72		No
15th	No	Former Unit 1506	Removal	DEP Variance	floor tiles	50		No
15th	No	Former Unit 1508A	Removal	DEP Variance	floor tiles	50		No
15th	No	Former Unit 1509A	Removal	DEP Variance	floor tiles	50		No
15th	No	Former Unit 1518	Removal	DEP Variance	floor tiles	50		No
15th	No	Perimeter	Removal	DEP Variance	interior wall tar	180		No
15th	No	Perimeter	Removal	DEP Variance	radiator insulation	63		No
15th	No	Throughout	Removal	DEP Variance	pipe insulation		430	Yes
16	No	by Stair A Whitin Column	Removal	DEP Variance	duct insulation	120		Yes
16th	No	Perimeter	Removal	DEP Variance	interior wall tar	180		No
16th	No	Perimeter	Removal	DEP Variance	radiator insulation	28		No

TRU #	ACP7 Fee	EN #
TRU0785MN22	$1,200.00	

16th	No	Throughout	Removal	DEP Variance	pipe insulation & pipe elbow insulation		850	Yes
Subcellar	No	Boiler Room	Removal	Full Containment	boiler breeching insulation	320		Yes
Subcellar	No	Boiler Room	Removal	Full Containment	duct insulation	410		Yes
Subcellar	No	Boiler Room	Removal	Full Containment	inner boiler insulation	800		Yes
Subcellar	No	Ramp	Removal	DEP Variance	pipe insulation & pipe elbow insulation		390	Yes
					TOTAL ACM	5,517	2,760	

TRU #	ACP7 Fee	EN #
TRU0785MN22	$1,200.00	

X. ACKNOWLEDGEMENT

31. I hereby declare that the information provided herein is true and complete to the best of my knowledge. I am familiar with Federal, State and NYC laws and regulations applicable to asbestos-related work.

Enviro-Pro Unltd Corp.	New York Insulation, Inc.	ANTHONY CARDINALE
Print Name of Air Monitor	Print Name of Asbestos Contractor	Print Name of Applicant
3/31/2022	3/31/2022	3/31/2022
Date Acknowledged	Date Acknowledged	Date Acknowledged

32. I understand that as the owner of a building where asbestos abatement activity occurs, I am responsible for the performance of the asbestos abatement activities in accordance with the Asbestos Control Program Rules. I have contracted the third party air monitor who is completely independent of all parties involved in the asbestos project. I hereby declare that I have authorized the filing of this notification for the work specified herein.

720 WEA Ventures LLC	N/A
Print Name of Owner	Date Acknowledged

Please note:

1. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion

2. Any modification of information provided on this form must be reported immediately in writing directly to the NYC DEP Asbestos Control Program

TRU #	ACP7 Fee	EN #
TRU0785MN22	$1,200.00	

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: June 7, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
Subcellar	Ramp	pipe insulation & pipe elbow insulation		390	123580062; 123847365; M00282215
Subcellar	Boiler Room	boiler breeching insulation	320		123580062; 123847365; M00282215
Subcellar	Boiler Room	duct insulation	410		123580062; 123847365; M00282215
Subcellar	Boiler Room	inner boiler insulation	800		123580062; 123847365; M00282215
		TOTAL ACM	1,530	390	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

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Date: July 5, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
15th	Column 22	Tar	72		
15th	Former Unit 1518	floor tiles	50		
15th	Former Unit 1506	floor tiles	50		
15th	Perimeter	interior wall tar	180		
15th	Perimeter	radiator insulation	63		
15th	Column 10	Tar	72		
15th	Column 36	Tar	72		
15th	Former Unit 1508A	floor tiles	50		
15th	Column 52	Tar	72		
15th	Column 21	Tar	72		
15	by Stair A Whitin Column	duct insulation	120		123580062; 123847365; M00282215
15th	Throughout	pipe insulation		430	123580062; 123847365; M00282215
15th	Former Unit 1509A	floor tiles	50		
		TOTAL ACM	923	430	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

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Date: July 5, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
14th	Former Unit 1408A	floor tiles	65		
14th	Column 46	Tar	72		
14th	Former Unit 1419	floor linoleum	35		
14th	Perimeter	interior wall tar	180		
14th	Perimeter	radiator cover insulation	56		
14th	Former Unit 1418	floor tiles	65		
14th	Column 34	Tar	72		
14th	Former Unit 1411	floor linoleum	30		
14th	Former Unit 1411	floor tiles	65		
14th	Throughout	pipe insulation & pipe elbow insulation		370	123580062; 123847365; M00282215
14th	Former Unit 1416	floor linoleum	30		
14th	Former Unit 1416	floor tiles	65		
		TOTAL ACM	735	370	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

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TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: July 14, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
14	by Stair A Whitin Column	duct insulation	120		123580062; 123847365; M00282215
12th	Column 46	Tar	72		
12th	Former Units 1208 & 1218	floor linoleum	155		
12th	Perimeter	interior wall tar	180		
12th	Perimeter	radiator cover insulation	45		
12th	Throughout	pipe insulation & pipe elbow insulation		360	123580062; 123847365; M00282215
12th	Column 34	Tar	72		
12th	Former Unit 1208	floor tiles	25		
12	by Stair A Whitin Column	duct insulation	120		123580062; 123847365; M00282215
		TOTAL ACM	789	360	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: September 7, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
11th	by Stair Whitin Column	duct insulation	120		123580062; 123847365; M00282215
11th	Perimeter	interior wall tar	180		
11th	Perimeter	radiator cover insulation	95		
11th	Column 68	tar	72		
11th	Column 46	tar	72		
11th	Column 66	tar	72		
11th	Column 36	tar	72		
11th	Column 67	tar	72		
11th	Column 32	tar	72		
11th	Column 10	tar	72		
11th	Column 64	tar	72		
11th	Column 65	tar	72		
11th	Former Unit 1117	floor linoleum	25		
11th	Column 21	tar	72		
11th	Column 20	tar	72		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
11th	Throughout	pipe insulation and pipe elbow insulation		360	123580062; 123847365; M00282215
		TOTAL ACM	1,212	360	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: September 7, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
11th	by Stair Whitin Column	duct insulation	120		123580062; 123847365; M00282215
11th	Perimeter	interior wall tar	180		
11th	Perimeter	radiator cover insulation	95		
11th	Column 68	tar	72		
11th	Column 46	tar	72		
11th	Column 66	tar	72		
11th	Column 36	tar	72		
11th	Column 67	tar	72		
11th	Column 32	tar	72		
11th	Column 10	tar	72		
11th	Column 64	tar	72		
11th	Column 65	tar	72		
11th	Former Unit 1117	floor linoleum	25		
11th	Column 21	tar	72		
11th	Column 20	tar	72		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
11th	Throughout	pipe insulation and pipe elbow insulation		360	123580062; 123847365; M00282215
		TOTAL ACM	1,212	360	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

DEP Asbestos Control Program is in receipt of the following document(s)

- [X] Project Monitor's Report
- [X] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Conditional Completion Form (entire project)
- [X] Project Conditional Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: June 7, 2022

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT CONDITIONAL COMPLETION FORM- ACP20

TRU0785MN22

Premise Address 720 West End Avenue Borough Manhattan Zip 10025

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
16th	Perimeter	interior wall tar	180		
16th	Perimeter	radiator insulation	28		
16th	Throughout	pipe insulation & pipe elbow insulation		850	123580062; 123847365; M00282215
16	by Stair A Whitin Column	duct insulation	120		123580062; 123847365; M00282215
		TOTAL ACM	328	850	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT NOTIFICATION (Form ACP7)

ACCEPTED
3/12/2019
DEP
BUREAU OF ENVIRONMENT REMEDIATION & ENFORCEMENT
ASBESTOS CONTROL PROGRAM
TRU 1

This form must be submitted to the DEP not less than one week in advance of the start of abatement activities.

I. FACILITY

1. Premise No. 720 Street Name East 216th Street Borough Bronx Zip 10467
2. AKA _____ Type of Facility Residence BIN 2093555 Block 04663 Lot 0024
3. Is the abatement activity not associated with a building / structure (ie., a street activity job)? ☐ Yes ☒ No
4. If yes, specify location, on _____ between _____ and _____
5. Is this building a one-or-two family residence? ☐ Yes ☒ No Is the building height more than 75 feet? ☐ Yes ☒ No
6. Is the abatement activity conducted in a Government owned building? ☐ Yes ☒ No
6a. Is it a Build-It-Back project? ☐ Yes ☒ No App ID # _____

II. BUILDING OWNER

7. Name 720 E 216th Development,LLC Address 805 Third Avenue, 7th floor
8. City New York State NY Zip 11022 Contact Person Joe Buongiovanni
9. Tel. # (212) 712-6112 Fax # _____ Email JoeB@skfgeneralcontractors.com

III. APPLICANT

10. Applicant's Affliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
11. Name Wilson Chimborazo Address 237 West 35th Street 3rd Floor, Suite # 303
12. City New York State NY Zip 10001 Contact Person Wilson Chimborazo
13. Tel. # 6469960941 Fax # 3476492073 Email wilson@albademo.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name Alba Environmental Inc. DOL Lic. # 75957 Address 237 West 35th Street 3rd Floor, Suite # 303
15. City New York State NY Zip 10001 Contact Person Wilson Chimborazo
16. Tel. # (646) 996-0941 Fax # _____ Email wilson@albademo.com

V. THIRD PARTY AIR MONITOR

17. Name Enviro-Pro Unltd Corp. DOL Lic. # 63177 Address 262 West 38th Street Suite 601
18. City New York State NY Zip 10018 Contact Person Yevgeniy Golubchik
19. Tel. # 718-801-2231 Fax # _____ Email envprodep@gmail.com
20. Sample Analysis Laboratory Metro Analytical NYS DOH ELAP # 12003

VI. PROJECT INFORMATION

21. Start date 3/22/2019 Projected completion date 3/4/2020
22. Asbestos work schedule Monday 8:00AM - 5:00PM, Tuesday 8:00AM - 5:00PM, Wednesday 8:00AM - 5:00PM, Thursday 8:00AM - 5:00PM, Friday 8:00AM - 5:00PM, Saturday 8:00AM - 5:00PM, Sunday 8:00AM - 5:00PM

Access to inspect the premises must be provided during the work schedule indicated above.

TRU #	ACP7 Fee	EN #
TRU0222BX19	$1,200.00	

23. Total amount of asbestos-containing material 3,960 Square Feet, and/or 50 Linear Feet

24. Is the area under containment on any single floor equal to or more than a. 15,000 sq.ft ☐ Yes ☒ No b. 7,500 sq.ft. ☐ Yes ☒ No

25. TYPE OF ABATEMENT: Removal

26. ABATEMENT PROCEDURE: DEP Variance, Exterior Foam, Exterior Vertical Surface, Tent, Tent & Glovebag

VII. PROJECT DETAILS

27. DOES THE ASBESTOS PROJECT INVOLVE

(Checking "Yes" to any of the following subsections will require notice to FDNY as per Section 901.7 NYC Fire Code, Local Law 26 of 2008)

A. Disengagement or obstruction of any component of exit signage or exit lighting system? ☐ Yes ☒ No

B. Disengagement of any fire alarm system component including any fire alarm-initiating device? ☐ Yes ☒ No

C. Shut-off of the sprinkler system water supply? ☐ Yes ☒ No

D. Shut-off of any part of a standpipe system or standpipe system components, including valves or fire pumps? ☐ Yes ☒ No

28. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must submit a complete Work Place Safety Plan and obtain an Asbestos Abatement permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instructions for this form)

A. Obstruction of an exit door leading to an exit stair or the exterior of the building? ☐ Yes ☒ No

B. Obstruction of an exterior fire escape or access to that fire escape? ☐ Yes ☒ No

C. Obstruction of a fire-rated corridor leading to an exit door? ☐ Yes ☒ No

D. Removal of handrails in an exit stair or ramp within the work area*? ☐ Yes ☒ No

E. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g. smoke detectors and manual pull stations) within the work area*? ☐ Yes ☒ No

F. Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path marking within the work area*? ☐ Yes ☒ No

G. Removal or dismantling of any part of a sprinkler system including piping or sprinkler head within the work area*? ☐ Yes ☒ No

H. Removal or dismantling of any part of a standpipe system, including valves or fire pumps within the work area*? ☐ Yes ☒ No

I. Obstruction of an interior stairway leading to an exit or exit passageway of a building? ☐ Yes ☒ No

29. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer " Yes" to any of the following, you must obtain an Asbestos Abatement Permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instruction form that will be generated once you submit this application)

A. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray on fire-resistance rated materials within the work area*? ☐ Yes ☒ No

B. Removal of any fire dampers, smoke dampers, fire stopping materials, fireblocking or draft stopping within fire-resistance rated assemblies or within concealed spaces? ☐ Yes ☒ No

C. Removal of any non-load bearing / non-fire-resistance rated wall (greater than 45 sq.ft or 50% of a given wall) within the work area*? ☐ Yes ☒ No

D. Any plumbing work other than the repair or replacement of plumbing fixtures within the work area*? ☐ Yes ☒ No

TRU #	ACP7 Fee	EN #
TRU0222BX19	$1,200.00	

VIII. ASBESTOS HAULER

30. Asbestos Hauler Dial Transport, LTD NYS DEC Permit # 2A- 594 TEL.# (888) 646-9903

Disposal Site(s) Minerva Enterprises, LLC 9000 Minerva Rd Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 3,960 Square Feet, and/or 50 Linear Feet

Floor	Entire Floor	Section of Floor	Type Of Abatement	Abatement Procedure	Type of Asbestos Containing Material	Amount of ACM		A-TRU Review/ Approval/Permit Required
						Square Feet	Linear Feet	
1st Floor	No	Front House Kitchen	Removal	DEP Variance	Linoleum & flooring material	80		No
1st Floor	No	Front house rear room	Removal	DEP Variance	Floor Tiles	70		No
1st Floor	No	Rear House 2nd Room	Removal	DEP Variance	Brown Floor Tiles	75		No
1st Floor	No	Rear House Front Room	Removal	DEP Variance	Gray Floor Tiles	80		No
Basement	No	Front house	Removal	Tent & Glovebag	Pipe Insulation		50	No
Basement	No	Rear House West Wall	Removal	Tent	Waterproofing tar	155		No
Roof	No	Front house lower roof	Removal	Exterior Vertical Surface	roof shingles and tar	130		No
Roof	No	Front House main roof.	Removal	Exterior Foam	Roof and Flashing Material	1,950		No
Roof	No	Rear House	Removal	Exterior Foam	Roof and Flashing Material	1,420		No
					TOTAL ACM	3,960	50	

TRU #	ACP7 Fee	EN #
TRU0222BX19	$1,200.00	

X. ACKNOWLEDGEMENT

31. I hereby declare that the information provided herein is true and complete to the best of my knowledge. I am familiar with Federal, State and NYC laws and regulations applicable to asbestos-related work.

Enviro-Pro Unltd Corp.	Alba Environmental Inc.	Wilson Chimborazo
Print Name of Air Monitor	Print Name of Asbestos Contractor	Print Name of Applicant
3/6/2019	3/6/2019	3/6/2019
Date Acknowledged	Date Acknowledged	Date Acknowledged

32. I understand that as the owner of a building where asbestos abatement activity occurs, I am responsible for the performance of the asbestos abatement activities in accordance with the Asbestos Control Program Rules. I have contracted the third party air monitor who is completely independent of all parties involved in the asbestos project. I hereby declare that I have authorized the filing of this notification for the work specified herein.

720 E 216th Development,LLC	N/A
Print Name of Owner	Date Acknowledged

Please note:

1. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion

2. Any modification of information provided on this form must be reported immediately in writing directly to the NYC DEP Asbestos Control Program

TRU #	ACP7 Fee	EN #
TRU0222BX19	$1,200.00	

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU0222BX19

Build It Back App ID # _____

Premise Address 720 East 216th Street Borough Bronx Zip 10467

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [X] Project Completion Form (entire project)
- [ ] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: June 21, 2019

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU0222BX19

Build It Back App ID # _____

Premise Address 720 East 216th Street Borough Bronx Zip 10467

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
Roof	Rear House	Roof and Flashing Material	1,420		
1st Floor	Rear House Front Room	Gray Floor Tiles	80		
1st Floor	Rear House 2nd Room	Brown Floor Tiles	75		
Basement	Rear House West Wall	Waterproofing tar	155		
Roof	Front House main roof.	Roof and Flashing Material	1,950		
Basement	Front house	Pipe Insulation		50	
1st Floor	Front House Kitchen	Linoleum & flooring material	80		
1st Floor	Front house rear room	Floor Tiles	70		
Roof	Front house lower roof	roof shingles and tar	130		
		TOTAL ACM	3,960	50	

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APPENDIX C

Asbestos Training/Awareness Records (Not Applicable)

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APPENDIX D

Federal, State and Local Regulations

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FEDERAL REGULATIONS

USEPA AHERA REGULATIONS
(40 CFR 763)

OSHA CONSTRUCTION INDUSTRY ASBESTOS STANDARD
(29 CFR 1926.1101)

OSHA GENERAL INDUSTRY ASBESTOS STANDARD
(29 CFR 1910.1001)

contaminated surface used in the validation study. Record and keep the results of the validation study as an appendix to the SOP. Include in this appendix, the solvent used to make the spiking solution, the PCB concentration of the spiking solution used to contaminate the surfaces in the validation study, and all of the validation study testing parameters and experimental conditions.

PART 763—ASBESTOS

Subparts A–D [Reserved]

Subpart E—Asbestos-Containing Materials in Schools

Sec.
763.80 Scope and purpose.
763.83 Definitions.
763.84 General local education agency responsibilities.
763.85 Inspection and reinspections.
763.86 Sampling.
763.87 Analysis.
763.88 Assessment.
763.90 Response actions.
763.91 Operations and maintenance.
763.92 Training and periodic surveillance.
763.93 Management plans.
763.94 Recordkeeping.
763.95 Warning labels.
763.97 Compliance and enforcement.
763.98 Waiver; delegation to State.
763.99 Exclusions.
APPENDIX A TO SUBPART E—INTERIM TRANSMISSION ELECTRON MICROSCOPY ANALYTICAL METHODS—MANDATORY AND NONMANDATORY—AND MANDATORY SECTION TO DETERMINE COMPLETION OF RESPONSE ACTIONS
APPENDIX B TO SUBPART E [RESERVED]
APPENDIX C TO SUBPART E—ASBESTOS MODEL ACCREDITATION PLAN
APPENDIX D TO SUBPART E—TRANSPORT AND DISPOSAL OF ASBESTOS WASTE
APPENDIX E TO SUBPART E—INTERIM METHOD OF THE DETERMINATION OF ASBESTOS IN BULK INSULATION SAMPLES

Subpart F [Reserved]

Subpart G—Asbestos Worker Protection

763.120 What is the purpose of this subpart?
763.121 Does this subpart apply to me?
763.122 What does this subpart require me to do?
763.123 May a State implement its own asbestos worker protection plan?

Subpart H [Reserved]

Subpart I—Prohibition of the Manufacture, Importation, Processing, and Distribution in Commerce of Certain Asbestos-Containing Products; Labeling Requirements

763.160 Scope.
763.163 Definitions.
763.165 Manufacture and importation prohibitions.
763.167 Processing prohibitions.
763.169 Distribution in commerce prohibitions.
763.171 Labeling requirements.
763.173 Exemptions.
763.175 Enforcement.
763.176 Inspections.
763.178 Recordkeeping.
763.179 Confidential business information claims.

AUTHORITY: 15 U.S.C. 2605, 2607(c), 2643, and 2646.

Subparts A–D [Reserved]

Subpart E—Asbestos-Containing Materials in Schools

SOURCE: 52 FR 41846, Oct. 30, 1987, unless otherwise noted.

§ 763.80 Scope and purpose.

(a) This rule requires local education agencies to identify friable and nonfriable asbestos-containing material (ACM) in public and private elementary and secondary schools by visually inspecting school buildings for such materials, sampling such materials if they are not assumed to be ACM, and having samples analyzed by appropriate techniques referred to in this rule. The rule requires local education agencies to submit management plans to the Governor of their State by October 12, 1988, begin to implement the plans by July 9, 1989, and complete implementation of the plans in a timely fashion. In addition, local education agencies are required to use persons who have been accredited to conduct inspections, reinspections, develop management plans, or perform response actions. The rule also includes recordkeeping requirements. Local education agencies may contractually delegate their duties under this rule, but they remain responsible for the proper performance of those duties.

Local education agencies are encouraged to consult with EPA Regional Asbestos Coordinators, or if applicable, a State's lead agency designated by the State Governor, for assistance in complying with this rule.

(b) Local education agencies must provide for the transportation and disposal of asbestos in accordance with EPA's ''Asbestos Waste Management Guidance.'' For convenience, applicable sections of this guidance are reprinted as Appendix D of this subpart. There are regulations in place, however, that affect transportation and disposal of asbestos waste generated by this rule. The transportation of asbestos waste is covered by the Department of Transportation (49 CFR part 173, subpart J) and disposal is covered by the National Emissions Standards for Hazardous Air Pollutants (NESHAP) (40 CFR part 61, subpart M).

§ 763.83 Definitions.

For purposes of this subpart:

Act means the Toxic Substances Control Act (TSCA), 15 U.S.C. 2601, *et seq.*

Accessible when referring to ACM means that the material is subject to disturbance by school building occupants or custodial or maintenance personnel in the course of their normal activities.

Accredited or *accreditation* when referring to a person or laboratory means that such person or laboratory is accredited in accordance with section 206 of Title II of the Act.

Air erosion means the passage of air over friable ACBM which may result in the release of asbestos fibers.

Asbestos means the asbestiform varieties of: Chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonitegrunerite); anthophyllite; tremolite; and actinolite.

Asbestos-containing material (ACM) when referring to school buildings means any material or product which contains more than 1 percent asbestos.

Asbestos-containing building material (ACBM) means surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a school building.

Asbestos debris means pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.

Damaged friable miscellaneous ACM means friable miscellaneous ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or, if applicable, which has delaminated such that its bond to the substrate (adhesion) is inadequate or which for any other reason lacks fiber cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM into layers; separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.

Damaged friable surfacing ACM means friable surfacing ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or which has delaminated such that its bond to the substrate (adhesion) is inadequate, or which, for any other reason, lacks fiber cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM into layers; separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.

Damaged or significantly damaged thermal system insulation ACM means thermal system insulation ACM on pipes, boilers, tanks, ducts, and other thermal system insulation equipment where the insulation has lost its structural integrity, or its covering, in whole or in part, is crushed, waterstained, gouged, punctured, missing, or not intact such that it is not able to contain fibers. Damage may be further illustrated by occasional punctures, gouges or other signs of physical injury to ACM; occasional water damage on

the protective coverings/jackets; or exposed ACM ends or joints. Asbestos debris originating from the ACBM in question may also indicate damage.

Encapsulation means the treatment of ACBM with a material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent the release of fibers, as the encapsulant creates a membrane over the surface (bridging encapsulant) or penetrates the material and binds its components together (penetrating encapsulant).

Enclosure means an airtight, impermeable, permanent barrier around ACBM to prevent the release of asbestos fibers into the air.

Fiber release episode means any uncontrolled or unintentional disturbance of ACBM resulting in visible emission.

Friable when referring to material in a school building means that the material, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously nonfriable material after such previously nonfriable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

Functional space means a room, group of rooms, or homogeneous area (including crawl spaces or the space between a dropped ceiling and the floor or roof deck above), such as classroom(s), a cafeteria, gymnasium, hallway(s), designated by a person accredited to prepare management plans, design abatement projects, or conduct response actions.

High-efficiency particulate air (HEPA) refers to a filtering system capable of trapping and retaining at least 99.97 percent of all monodispersed particles 0.3 µm in diameter or larger.

Homogeneous area means an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.

Local education agency means:

(1) Any local educational agency as defined in section 198 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 3381).

(2) The owner of any nonpublic, nonprofit elementary, or secondary school building.

(3) The governing authority of any school operated under the defense dependent's education system provided for under the Defense Dependents' Education Act of 1978 (20 U.S.C. 921, et seq.).

Miscellaneous ACM means miscellaneous material that is ACM in a school building.

Miscellaneous material means interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

Nonfriable means material in a school building which when dry may not be crumbled, pulverized, or reduced to powder by hand pressure.

Operations and maintenance program means a program of work practices to maintain friable ACBM in good condition, ensure clean up of asbestos fibers previously released, and prevent further release by minimizing and controlling friable ACBM disturbance or damage.

Potential damage means circumstances in which:

(1) Friable ACBM is in an area regularly used by building occupants, including maintenance personnel, in the course of their normal activities.

(2) There are indications that there is a reasonable likelihood that the material or its covering will become damaged, deteriorated, or delaminated due to factors such as changes in building use, changes in operations and maintenance practices, changes in occupancy, or recurrent damage.

Potential significant damage means circumstances in which:

(1) Friable ACBM is in an area regularly used by building occupants, including maintenance personnel, in the course of their normal activities.

(2) There are indications that there is a reasonable likelihood that the material or its covering will become significantly damaged, deteriorated, or delaminated due to factors such as changes in building use, changes in operations and maintenance practices, changes in occupancy, or recurrent damage.

(3) The material is subject to major or continuing disturbance, due to factors including, but not limited to, accessibility or, under certain circumstances, vibration or air erosion.

Preventive measures means actions taken to reduce disturbance of ACBM or otherwise eliminate the reasonable likelihood of the material's becoming damaged or significantly damaged.

Removal means the taking out or the stripping of substantially all ACBM from a damaged area, a functional space, or a homogeneous area in a school building.

Repair means returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.

Response action means a method, including removal, encapsulation, enclosure, repair, operations and maintenance, that protects human health and the environment from friable ACBM.

Routine maintenance area means an area, such as a boiler room or mechanical room, that is not normally frequented by students and in which maintenance employees or contract workers regularly conduct maintenance activities.

School means any elementary or secondary school as defined in section 198 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 2854).

School building means:

(1) Any structure suitable for use as a classroom, including a school facility such as a laboratory, library, school eating facility, or facility used for the preparation of food.

(2) Any gymnasium or other facility which is specially designed for athletic or recreational activities for an academic course in physical education.

(3) Any other facility used for the instruction or housing of students or for the administration of educational or research programs.

(4) Any maintenance, storage, or utility facility, including any hallway, essential to the operation of any facility described in this definition of ''school building'' under paragraphs (1), (2), or (3).

(5) Any portico or covered exterior hallway or walkway.

(6) Any exterior portion of a mechanical system used to condition interior space.

Significantly damaged friable miscellaneous ACM means damaged friable miscellaneous ACM where the damage is extensive and severe.

Significantly damaged friable surfacing ACM means damaged friable surfacing ACM in a functional space where the damage is extensive and severe.

State means a State, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Northern Marianas, the Trust Territory of the Pacific Islands, and the Virgin Islands.

Surfacing ACM means surfacing material that is ACM.

Surfacing material means material in a school building that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

Thermal system insulation means material in a school building applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.

Thermal system insulation ACM means thermal system insulation that is ACM.

Vibration means the periodic motion of friable ACBM which may result in the release of asbestos fibers.

§ 763.84 General local education agency responsibilities.

Each local education agency shall:

(a) Ensure that the activities of any persons who perform inspections, reinspections, and periodic surveillance, develop and update management plans, and develop and implement response actions, including operations and maintenance, are carried out in accordance with subpart E of this part.

(b) Ensure that all custodial and maintenance employees are properly trained as required by this subpart E and other applicable Federal and/or

State regulations (e.g., the Occupational Safety and Health Administration asbestos standard for construction, the EPA worker protection rule, or applicable State regulations).

(c) Ensure that workers and building occupants, or their legal guardians, are informed at least once each school year about inspections, response actions, and post-response action activities, including periodic reinspection and surveillance activities that are planned or in progress.

(d) Ensure that short-term workers (e.g., telephone repair workers, utility workers, or exterminators) who may come in contact with asbestos in a school are provided information regarding the locations of ACBM and suspected ACBM assumed to be ACM.

(e) Ensure that warning labels are posted in accordance with § 763.95.

(f) Ensure that management plans are available for inspection and notification of such availability has been provided as specified in the management plan under § 763.93(g).

(g)(1) Designate a person to ensure that requirements under this section are properly implemented.

(2) Ensure that the designated person receives adequate training to perform duties assigned under this section. Such training shall provide, as necessary, basic knowledge of:

(i) Health effects of asbestos.

(ii) Detection, identification, and assessment of ACM.

(iii) Options for controlling ACBM.

(iv) Asbestos management programs.

(v) Relevant Federal and State regulations concerning asbestos, including those in this subpart E and those of the Occupational Safety and Health Administration, U.S. Department of Labor, the U.S. Department of Transportation and the U.S. Environmental Protection Agency.

(h) Consider whether any conflict of interest may arise from the interrelationship among accredited personnel and whether that should influence the selection of accredited personnel to perform activities under this subpart.

§ 763.85 Inspection and reinspections.

(a) *Inspection.* (1) Except as provided in paragraph (a)(2) of this section, before October 12, 1988, local education agencies shall inspect each school building that they lease, own, or otherwise use as a school building to identify all locations of friable and nonfriable ACBM.

(2) Any building leased or acquired on or after October 12, 1988, that is to be used as a school building shall be inspected as described under paragraphs (a) (3) and (4) of this section prior to use as a school building. In the event that emergency use of an uninspected building as a school building is necessitated, such buildings shall be inspected within 30 days after commencement of such use.

(3) Each inspection shall be made by an accredited inspector.

(4) For each area of a school building, except as excluded under § 763.99, each person performing an inspection shall:

(i) Visually inspect the area to identify the locations of all suspected ACBM.

(ii) Touch all suspected ACBM to determine whether they are friable.

(iii) Identify all homogeneous areas of friable suspected ACBM and all homogeneous areas of nonfriable suspected ACBM.

(iv) Assume that some or all of the homogeneous areas are ACM, and, for each homogeneous area that is not assumed to be ACM, collect and submit for analysis bulk samples under §§ 763.86 and 763.87.

(v) Assess, under § 763.88, friable material in areas where samples are collected, friable material in areas that are assumed to be ACBM, and friable ACBM identified during a previous inspection.

(vi) Record the following and submit to the person designated under § 763.84 a copy of such record for inclusion in the management plan within 30 days of the inspection:

(A) An inspection report with the date of the inspection signed by each accredited person making the inspection, State of accreditation, and if applicable, his or her accreditation number.

(B) An inventory of the locations of the homogeneous areas where samples are collected, exact location where each bulk sample is collected, dates

that samples are collected, homogeneous areas where friable suspected ACBM is assumed to be ACM, and homogeneous areas where nonfriable suspected ACBM is assumed to be ACM.

(C) A description of the manner used to determine sampling locations, the name and signature of each accredited inspector who collected the samples, State of accreditation, and, if applicable, his or her accreditation number.

(D) A list of whether the homogeneous areas identified under paragraph (a)(4)(vi)(B) of this section, are surfacing material, thermal system insulation, or miscellaneous material.

(E) Assessments made of friable material, the name and signature of each accredited inspector making the assessment, State of accreditation, and if applicable, his or her accreditation number.

(b) *Reinspection.* (1) At least once every 3 years after a management plan is in effect, each local education agency shall conduct a reinspection of all friable and nonfriable known or assumed ACBM in each school building that they lease, own, or otherwise use as a school building.

(2) Each inspection shall be made by an accredited inspector.

(3) For each area of a school building, each person performing a reinspection shall:

(i) Visually reinspect, and reassess, under §763.88, the condition of all friable known or assumed ACBM.

(ii) Visually inspect material that was previously considered nonfriable ACBM and touch the material to determine whether it has become friable since the last inspection or reinspection.

(iii) Identify any homogeneous areas with material that has become friable since the last inspection or reinspection.

(iv) For each homogeneous area of newly friable material that is already assumed to be ACBM, bulk samples may be collected and submitted for analysis in accordance with §§763.86 and 763.87.

(v) Assess, under §763.88, the condition of the newly friable material in areas where samples are collected, and newly friable materials in areas that are assumed to be ACBM.

(vi) Reassess, under §763.88, the condition of friable known or assumed ACBM previously identified.

(vii) Record the following and submit to the person designated under §763.84 a copy of such record for inclusion in the management plan within 30 days of the reinspection:

(A) The date of the reinspection, the name and signature of the person making the reinspection, State of accreditation, and if applicable, his or her accreditation number, and any changes in the condition of known or assumed ACBM.

(B) The exact locations where samples are collected during the reinspection, a description of the manner used to determine sampling locations, the name and signature of each accredited inspector who collected the samples, State of accreditation, and, if applicable, his or her accreditation number.

(C) Any assessments or reassessments made of friable material, the name and signature of the accredited inspector making the assessments, State of accreditation, and if applicable, his or her accreditation number.

(c) *General.* Thermal system insulation that has retained its structural integrity and that has an undamaged protective jacket or wrap that prevents fiber release shall be treated as nonfriable and therefore is subject only to periodic surveillance and preventive measures as necessary.

§ 763.86 Sampling.

(a) *Surfacing material.* An accredited inspector shall collect, in a statistically random manner that is representative of the homogeneous area, bulk samples from each homogeneous area of friable surfacing material that is not assumed to be ACM, and shall collect the samples as follows:

(1) At least three bulk samples shall be collected from each homogeneous area that is 1,000 ft^2 or less, except as provided in §763.87(c)(2).

(2) At least five bulk samples shall be collected from each homogeneous area that is greater than 1,000 ft^2 but less than or equal to 5,000 ft^2, except as provided in §763.87(c)(2).

(3) At least seven bulk samples shall be collected from each homogeneous

area that is greater than 5,000 ft^2, except as provided in § 763.87(c)(2).

(b) *Thermal system insulation.* (1) Except as provided in paragraphs (b) (2) through (4) of this section and § 763.87(c), an accredited inspector shall collect, in a randomly distributed manner, at least three bulk samples from each homogeneous area of thermal system insulation that is not assumed to be ACM.

(2) Collect at least one bulk sample from each homogeneous area of patched thermal system insulation that is not assumed to be ACM if the patched section is less than 6 linear or square feet.

(3) In a manner sufficient to determine whether the material is ACM or not ACM, collect bulk samples from each insulated mechanical system that is not assumed to be ACM where cement or plaster is used on fittings such as tees, elbows, or valves, except as provided under § 763.87(c)(2).

(4) Bulk samples are not required to be collected from any homogeneous area where the accredited inspector has determined that the thermal system insulation is fiberglass, foam glass, rubber, or other non-ACBM.

(c) *Miscellaneous material.* In a manner sufficient to determine whether material is ACM or not ACM, an accredited inspector shall collect bulk samples from each homogeneous area of friable miscellaneous material that is not assumed to be ACM.

(d) *Nonfriable suspected ACBM.* If any homogeneous area of nonfriable suspected ACBM is not assumed to be ACM, then an accredited inspector shall collect, in a manner sufficient to determine whether the material is ACM or not ACM, bulk samples from the homogeneous area of nonfriable suspected ACBM that is not assumed to be ACM.

§ 763.87 Analysis.

(a) Local education agencies shall have bulk samples, collected under § 763.86 and submitted for analysis, analyzed for asbestos using laboratories accredited by the National Bureau of Standards (NBS). Local education agencies shall use laboratories which have received interim accreditation for polarized light microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Analysis Quality Assurance Program until the NBS PLM laboratory accreditation program for PLM is operational.

(b) Bulk samples shall not be composited for analysis and shall be analyzed for asbestos content by PLM, using the ''Interim Method for the Determination of Asbestos in Bulk Insulation Samples'' found at appendix E to subpart E of this part.

(c)(1) A homogeneous area is considered not to contain ACM only if the results of all samples required to be collected from the area show asbestos in amounts of 1 percent or less.

(2) A homogeneous area shall be determined to contain ACM based on a finding that the results of at least one sample collected from that area shows that asbestos is present in an amount greater than 1 percent.

(d) The name and address of each laboratory performing an analysis, the date of analysis, and the name and signature of the person performing the analysis shall be submitted to the person designated under § 763.84 for inclusion into the management plan within 30 days of the analysis.

[52 FR 41846, Oct. 30, 1987, as amended at 60 FR 31922, June 19, 1995]

§ 763.88 Assessment.

(a)(1) For each inspection and reinspection conducted under § 763.85 (a) and (c) and previous inspections specified under § 763.99, the local education agency shall have an accredited inspector provide a written assessment of all friable known or assumed ACBM in the school building.

(2) Each accredited inspector providing a written assessment shall sign and date the assessment, provide his or her State of accreditation, and if applicable, accreditation number, and submit a copy of the assessment to the person designated under § 763.84 for inclusion in the management plan within 30 days of the assessment.

(b) The inspector shall classify and give reasons in the written assessment for classifying the ACBM and suspected ACBM assumed to be ACM in the school building into one of the following categories:

(1) Damaged or significantly damaged thermal system insulation ACM.

(2) Damaged friable surfacing ACM.

(3) Significantly damaged friable surfacing ACM.

(4) Damaged or significantly damaged friable miscellaneous ACM.

(5) ACBM with potential for damage.

(6) ACBM with potential for significant damage.

(7) Any remaining friable ACBM or friable suspected ACBM.

(c) Assessment may include the following considerations:

(1) Location and the amount of the material, both in total quantity and as a percentage of the functional space.

(2) Condition of the material, specifying:

(i) Type of damage or significant damage (e.g., flaking, blistering, water damage, or other signs of physical damage).

(ii) Severity of damage (e.g., major flaking, severely torn jackets, as opposed to occasional flaking, minor tears to jackets).

(iii) Extent or spread of damage over large areas or large percentages of the homogeneous area.

(3) Whether the material is accessible.

(4) The material's potential for disturbance.

(5) Known or suspected causes of damage or significant damage (e.g., air erosion, vandalism, vibration, water).

(6) Preventive measures which might eliminate the reasonable likelihood of undamaged ACM from becoming significantly damaged.

(d) The local education agency shall select a person accredited to develop management plans to review the results of each inspection, reinspection, and assessment for the school building and to conduct any other necessary activities in order to recommend in writing to the local education agency appropriate response actions. The accredited person shall sign and date the recommendation, provide his or her State of accreditation, and, if applicable, provide his or her accreditation number, and submit a copy of the recommendation to the person designated under §763.84 for inclusion in the management plan.

§763.90 Response actions.

(a) The local education agency shall select and implement in a timely manner the appropriate response actions in this section consistent with the assessment conducted in §763.88. The response actions selected shall be sufficient to protect human health and the environment. The local education agency may then select, from the response actions which protect human health and the environment, that action which is the least burdensome method. Nothing in this section shall be construed to prohibit removal of ACBM from a school building at any time, should removal be the preferred response action of the local education agency.

(b) If damaged or significantly damaged thermal system insulation ACM is present in a building, the local education agency shall:

(1) At least repair the damaged area.

(2) Remove the damaged material if it is not feasible, due to technological factors, to repair the damage.

(3) Maintain all thermal system insulation ACM and its covering in an intact state and undamaged condition.

(c)(1) If damaged friable surfacing ACM or damaged friable miscellaneous ACM is present in a building, the local education agency shall select from among the following response actions: encapsulation, enclosure, removal, or repair of the damaged material.

(2) In selecting the response action from among those which meet the definitional standards in §763.83, the local education agency shall determine which of these response actions protects human health and the environment. For purposes of determining which of these response actions are the least burdensome, the local education agency may then consider local circumstances, including occupancy and use patterns within the school building, and its economic concerns, including short- and long-term costs.

(d) If significantly damaged friable surfacing ACM or significantly damaged friable miscellaneous ACM is present in a building the local education agency shall:

(1) Immediately isolate the functional space and restrict access, unless

isolation is not necessary to protect human health and the environment.

(2) Remove the material in the functional space or, depending upon whether enclosure or encapsulation would be sufficient to protect human health and the environment, enclose or encapsulate.

(e) If any friable surfacing ACM, thermal system insulation ACM, or friable miscellaneous ACM that has potential for damage is present in a building, the local education agency shall at least implement an operations and maintenance (O&M) program, as described under § 763.91.

(f) If any friable surfacing ACM, thermal system insulation ACM, or friable miscellaneous ACM that has potential for significant damage is present in a building, the local education agency shall:

(1) Implement an O&M program, as described under § 763.91.

(2) Institute preventive measures appropriate to eliminate the reasonable likelihood that the ACM or its covering will become significantly damaged, deteriorated, or delaminated.

(3) Remove the material as soon as possible if appropriate preventive measures cannot be effectively implemented, or unless other response actions are determined to protect human health and the environment. Immediately isolate the area and restrict access if necessary to avoid an imminent and substantial endangerment to human health or the environment.

(g) Response actions including removal, encapsulation, enclosure, or repair, other than small-scale, short-duration repairs, shall be designed and conducted by persons accredited to design and conduct response actions.

(h) The requirements of this subpart E in no way supersede the worker protection and work practice requirements under 29 CFR 1926.58 (Occupational Safety and Health Administration (OSHA) asbestos worker protection standards for construction), 40 CFR part 763, subpart G (EPA asbestos worker protection standards for public employees), and 40 CFR part 61, subpart M (National Emission Standards for Hazardous Air Pollutants—Asbestos).

(i) Completion of response actions. (1) At the conclusion of any action to remove, encapsulate, or enclose ACBM or material assumed to be ACBM, a person designated by the local education agency shall visually inspect each functional space where such action was conducted to determine whether the action has been properly completed.

(2)(i) A person designated by the local education agency shall collect air samples using aggressive sampling as described in appendix A to this subpart E to monitor air for clearance after each removal, encapsulation, and enclosure project involving ACBM, except for projects that are of small-scale, short-duration.

(ii) Local education agencies shall have air samples collected under this section analyzed for asbestos using laboratories accredited by the National Bureau of Standards to conduct such analysis using transmission electron microscopy (TEM) or, under circumstances permitted in this section, laboratories enrolled in the American Industrial Hygiene Association Proficiency Analytical Testing Program for phase contrast microscopy (PCM).

(iii) Until the National Bureau of Standards TEM laboratory accreditation program is operational, local educational agencies shall use laboratories that use the protocol described in appendix A to subpart E of this part.

(3) Except as provided in paragraphs (i)(4), and (i)(5), of this section, an action to remove, encapsulate, or enclose ACBM shall be considered complete when the average concentration of asbestos of five air samples collected within the affected functional space and analyzed by the TEM method in appendix A of this subpart E, is not statistically significantly different, as determined by the Z-test calculation found in appendix A of this subpart E, from the average asbestos concentration of five air samples collected at the same time outside the affected functional space and analyzed in the same manner, and the average asbestos concentration of the three field blanks described in appendix A of this subpart E is below the filter background level, as defined in appendix A of this subpart E, of 70 structures per square millimeter (70 s/mm^2).

(4) An action may also be considered complete if the volume of air drawn for each of the five samples collected within the affected functional space is equal to or greater than 1,199 L of air for a 25 mm filter or equal to or greater than 2,799 L of air for a 37 mm filter, and the average concentration of asbestos as analyzed by the TEM method in appendix A of this subpart E, for the five air samples does not exceed the filter background level, as defined in appendix A, of 70 structures per square millimeter (70 s/mm^2). If the average concentration of asbestos of the five air samples within the affected functional space exceeds 70 s/mm^2, or if the volume of air in each of the samples is less than 1,199 L of air for a 25 mm filter or less than 2,799 L of air for a 37 mm filter, the action shall be considered complete only when the requirements of paragraph (i)(3) or (i)(5), of this section are met.

(5) At any time, a local education agency may analyze air monitoring samples collected for clearance purposes by phase contrast microscopy (PCM) to confirm completion of removal, encapsulation, or enclosure of ACBM that is greater than small-scale, short-duration and less than or equal to 160 square feet or 260 linear feet. The action shall be considered complete when the results of samples collected in the affected functional space and analyzed by phase contrast microscopy using the National Institute for Occupational Safety and Health (NIOSH) Method 7400 entitled ''Fibers'' published in the NIOSH Manual of Analytical Methods, 3rd Edition, Second Supplement, August 1987, show that the concentration of fibers for each of the five samples is less than or equal to a limit of quantitation for PCM (0.01 fibers per cubic centimeter (0.01 f/cm^3) of air). The method is available for public inspection at the Non-Confidential Information Center (NCIC) (7407), Office of Pollution Prevention and Toxics, U.S. Environmental Protection Agency, Room B–607 NEM, 401 M St., SW., Washington, DC 20460, between the hours of 12 p.m. and 4 p.m. weekdays excluding legal holidays or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202–741–6030, or go to: *http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html.* This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. The method is incorporated as it exists on the effective date of this rule, and a notice of any change to the method will be published in the FEDERAL REGISTER.

(6) To determine the amount of ACBM affected under paragraph (i)(5) of this section, the local education agency shall add the total square or linear footage of ACBM within the containment barriers used to isolate the functional space for the action to remove, encapsulate, or enclose the ACBM. Contiguous portions of material subject to such action conducted concurrently or at approximately the same time within the same school building shall not be separated to qualify under paragraph (i)(5), of this section.

[52 FR 41846, Oct. 30, 1987, as amended at 53 FR 12525, Apr. 15, 1988; 60 FR 31922, June 19, 1995; 60 FR 34465, July 3, 1995; 69 FR 18803, Apr. 9, 2004]

§ 763.91 Operations and maintenance.

(a) *Applicability.* The local education agency shall implement an operations, maintenance, and repair (O&M) program under this section whenever any friable ACBM is present or assumed to be present in a building that it leases, owns, or otherwise uses as a school building. Any material identified as nonfriable ACBM or nonfriable assumed ACBM must be treated as friable ACBM for purposes of this section when the material is about to become friable as a result of activities performed in the school building.

(b) *Worker protection.* Local education agencies must comply with either the OSHA Asbestos Construction Standard at 29 CFR 1926.1101, or the Asbestos Worker Protection Rule at 40 CFR 763.120, whichever is applicable.

(c) *Cleaning*—(1) *Initial cleaning.* Unless the building has been cleaned using equivalent methods within the previous 6 months, all areas of a school building where friable ACBM, damaged

or significantly damaged thermal system insulation ACM, or friable suspected ACBM assumed to be ACM are present shall be cleaned at least once after the completion of the inspection required by § 763.85(a) and before the initiation of any response action, other than O&M activities or repair, according to the following procedures:

(i) HEPA-vacuum or steam-clean all carpets.

(ii) HEPA-vacuum or wet-clean all other floors and all other horizontal surfaces.

(iii) Dispose of all debris, filters, mopheads, and cloths in sealed, leak-tight containers.

(2) *Additional cleaning.* The accredited management planner shall make a written recommendation to the local education agency whether additional cleaning is needed, and if so, the methods and frequency of such cleaning.

(d) *Operations and maintenance activities.* The local education agency shall ensure that the procedures described below to protect building occupants shall be followed for any operations and maintenance activities disturbing friable ACBM:

(1) Restrict entry into the area by persons other than those necessary to perform the maintenance project, either by physically isolating the area or by scheduling.

(2) Post signs to prevent entry by unauthorized persons.

(3) Shut off or temporarily modify the air-handling system and restrict other sources of air movement.

(4) Use work practices or other controls, such as, wet methods, protective clothing, HEPA-vacuums, mini-enclosures, glove bags, as necessary to inhibit the spread of any released fibers.

(5) Clean all fixtures or other components in the immediate work area.

(6) Place the asbestos debris and other cleaning materials in a sealed, leak-tight container.

(e) *Maintenance activities other than small-scale, short-duration.* The response action for any maintenance activities disturbing friable ACBM, other than small-scale, short-duration maintenance activities, shall be designed by persons accredited to design response actions and conducted by persons accredited to conduct response actions.

(f) *Fiber release episodes*—(1) *Minor fiber release episode.* The local education agency shall ensure that the procedures described below are followed in the event of a minor fiber release episode (i.e., the falling or dislodging of 3 square or linear feet or less of friable ACBM): 5

(i) Thoroughly saturate the debris using wet methods.

(ii) Clean the area, as described in paragraph (e) of this section.

(iii) Place the asbestos debris in a sealed, leak-tight container.

(iv) Repair the area of damaged ACM with materials such as asbestos-free spackling, plaster, cement, or insulation, or seal with latex paint or an encapsulant, or immediately have the appropriate response action implemented as required by § 763.90.

(2) *Major fiber release episode.* The local education agency shall ensure that the procedures described below are followed in the event of a major fiber release episode (i.e., the falling or dislodging of more than 3 square or linear feet of friable ACBM):

(i) Restrict entry into the area and post signs to prevent entry into the area by persons other than those necessary to perform the response action.

(ii) Shut off or temporarily modify the air-handling system to prevent the distribution of fibers to other areas in the building.

(iii) The response action for any major fiber release episode must be designed by persons accredited to design response actions and conducted by persons accredited to conduct response actions.

[52 FR 41846, Oct. 30, 1987, as amended at 65 FR 69216, Nov. 15, 2000]

§ 763.92 Training and periodic surveillance.

(a) *Training.* (1) The local education agency shall ensure, prior to the implementation of the O&M provisions of the management plan, that all members of its maintenance and custodial staff (custodians, electricians, heating/air conditioning engineers, plumbers, etc.) who may work in a building that contains ACBM receive awareness training of at least 2 hours, whether or not they are required to work with ACBM. New custodial and maintenance

employees shall be trained within 60 days after commencement of employment. Training shall include, but not be limited to:

(i) Information regarding asbestos and its various uses and forms.

(ii) Information on the health effects associated with asbestos exposure.

(iii) Locations of ACBM identified throughout each school building in which they work.

(iv) Recognition of damage, deterioration, and delamination of ACBM.

(v) Name and telephone number of the person designated to carry out general local education agency responsibilities under §763.84 and the availability and location of the management plan.

(2) The local education agency shall ensure that all members of its maintenance and custodial staff who conduct any activities that will result in the disturbance of ACBM shall receive training described in paragraph (a)(1) of this section and 14 hours of additional training. Additional training shall include, but not be limited to:

(i) Descriptions of the proper methods of handling ACBM.

(ii) Information on the use of respiratory protection as contained in the EPA/NIOSH *Guide to Respiratory Protection for the Asbestos Abatement Industry*, September 1986 (EPA 560/OPPTS–86–001), available from the Director, Environmental Assistance Division (7408), Office of Pollution Prevention and Toxics, U.S. Environmental Protection Agency, Room E–543B, 1200 Pennsylvania Ave., NW., Washington, DC 20460, Telephone: (202) 554–1404, TDD: (202) 544–0551 and other personal protection measures.

(iii) The provisions of this section and §763.91, Appendices A, C, and D of this subpart E of this part, EPA regulations contained in 40 CFR part 763, subpart G, and in 40 CFR part 61, subpart M, and OSHA regulations contained in 29 CFR 1926.58.

(iv) Hands-on training in the use of respiratory protection, other personal protection measures, and good work practices.

(3) Local education agency maintenance and custodial staff who have attended EPA-approved asbestos training or received equivalent training for O&M and periodic surveillance activities involving asbestos shall be considered trained for the purposes of this section.

(b) *Periodic surveillance.* (1) At least once every 6 months after a management plan is in effect, each local education agency shall conduct periodic surveillance in each building that it leases, owns, or otherwise uses as a school building that contains ACBM or is assumed to contain ACBM.

(2) Each person performing periodic surveillance shall:

(i) Visually inspect all areas that are identified in the management plan as ACBM or assumed ACBM.

(ii) Record the date of the surveillance, his or her name, and any changes in the condition of the materials.

(iii) Submit to the person designated to carry out general local education agency responsibilities under §763.84 a copy of such record for inclusion in the management plan.

[52 FR 41846, Oct. 30, 1987, as amended at 60 FR 34465, July 3, 1995; 65 FR 69216, Nov. 15, 2000]

§763.93 Management plans.

(a)(1) On or before October 12, 1988, each local education agency shall develop an asbestos management plan for each school, including all buildings that they lease, own, or otherwise use as school buildings, and submit the plan to an Agency designated by the Governor of the State in which the local education agency is located. The plan may be submitted in stages that cover a portion of the school buildings under the authority of the local education agency.

(2) If a building to be used as part of a school is leased or otherwise acquired after October 12, 1988, the local education agency shall include the new building in the management plan for the school prior to its use as a school building. The revised portions of the management plan shall be submitted to the Agency designated by the Governor.

(3) If a local education agency begins to use a building as a school after October 12, 1988, the local education agency shall submit a management plan for the school to the Agency designated by

the Governor prior to its use as a school.

(b) On or before October 17, 1987, the Governor of each State shall notify local education agencies in the State regarding where to submit their management plans. States may establish administrative procedures for reviewing management plans. If the Governor does not disapprove a management plan within 90 days after receipt of the plan, the local education agency shall implement the plan.

(c) Each local education agency must begin implementation of its management plan on or before July 9, 1989, and complete implementation in a timely fashion.

(d) Each local education agency shall maintain and update its management plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, reinspection, and response action activities. All provisions required to be included in the management plan under this section shall be retained as part of the management plan, as well as any information that has been revised to bring the plan up-to-date.

(e) The management plan shall be developed by an accredited management planner and shall include:

(1) A list of the name and address of each school building and whether the school building contains friable ACBM, nonfriable ACBM, and friable and nonfriable suspected ACBM assumed to be ACM.

(2) For each inspection conducted before the December 14, 1987:

(i) The date of the inspection.

(ii) A blueprint, diagram, or written description of each school building that identifies clearly each location and approximate square or linear footage of any homogeneous or sampling area where material was sampled for ACM, and, if possible, the exact locations where bulk samples were collected, and the dates of collection.

(iii) A copy of the analyses of any bulk samples, dates of analyses, and a copy of any other laboratory reports pertaining to the analyses.

(iv) A description of any response actions or preventive measures taken to reduce asbestos exposure, including if possible, the names and addresses of all contractors involved, start and completion dates of the work, and results of any air samples analyzed during and upon completion of the work.

(v) A description of assessments, required to be made under § 763.88, of material that was identified before December 14, 1987, as friable ACBM or friable suspected ACBM assumed to be ACM, and the name and signature, State of accreditation, and if applicable, accreditation number of each accredited person making the assessments.

(3) For each inspection and reinspection conducted under § 763.85:

(i) The date of the inspection or reinspection and the name and signature, State of accreditation and, if applicable, the accreditation number of each accredited inspector performing the inspection or reinspection.

(ii) A blueprint, diagram, or written description of each school building that identifies clearly each location and approximate square or linear footage of homogeneous areas where material was sampled for ACM, the exact location where each bulk sample was collected, date of collection, homogeneous areas where friable suspected ACBM is assumed to be ACM, and where nonfriable suspected ACBM is assumed to be ACM.

(iii) A description of the manner used to determine sampling locations, and the name and signature of each accredited inspector collecting samples, the State of accreditation, and if applicable, his or her accreditation number.

(iv) A copy of the analyses of any bulk samples collected and analyzed, the name and address of any laboratory that analyzed bulk samples, a statement that the laboratory meets the applicable requirements of § 763.87(a) the date of analysis, and the name and signature of the person performing the analysis.

(v) A description of assessments, required to be made under § 763.88, of all ACBM and suspected ACBM assumed to be ACM, and the name, signature, State of accreditation, and if applicable, accreditation number of each accredited person making the assessments.

(4) The name, address, and telephone number of the person designated under § 763.84 to ensure that the duties of the

local education agency are carried out, and the course name, and dates and hours of training taken by that person to carry out the duties.

(5) The recommendations made to the local education agency regarding response actions, under §763.88(d), the name, signature, State of accreditation of each person making the recommendations, and if applicable, his or her accreditation number.

(6) A detailed description of preventive measures and response actions to be taken, including methods to be used, for any friable ACBM, the locations where such measures and action will be taken, reasons for selecting the response action or preventive measure, and a schedule for beginning and completing each preventive measure and response action.

(7) With respect to the person or persons who inspected for ACBM and who will design or carry out response actions, except for operations and maintenance, with respect to the ACBM, one of the following statements:

(i) If the State has adopted a contractor accreditation program under section 206(b) of Title II of the Act, a statement that the person(s) is accredited under such plan.

(ii) A statement that the local education agency used (or will use) persons who have been accredited by another State which has adopted a contractor accreditation plan under section 206(b) of Title II of the Act or is accredited by an EPA-approved course under section 206(c) of Title II of the Act.

(8) A detailed description in the form of a blueprint, diagram, or in writing of any ACBM or suspected ACBM assumed to be ACM which remains in the school once response actions are undertaken pursuant to §763.90. This description shall be updated as response actions are completed.

(9) A plan for reinspection under §763.85, a plan for operations and maintenance activities under §763.91, and a plan for periodic surveillance under §763.92, a description of the recommendation made by the management planner regarding additional cleaning under §763.91(c)(2) as part of an operations and maintenance program, and the response of the local education agency to that recommendation.

(10) A description of steps taken to inform workers and building occupants, or their legal guardians, about inspections, reinspections, response actions, and post-response action activities, including periodic reinspection and surveillance activities that are planned or in progress.

(11) An evaluation of the resources needed to complete response actions successfully and carry out reinspection, operations and maintenance activities, periodic surveillance and training.

(12) With respect to each consultant who contributed to the management plan, the name of the consultant and one of the following statements:

(i) If the State has adopted a contractor accreditation plan under section 206(b) of Title II of the Act, a statement that the consultant is accredited under such plan.

(ii) A statement that the contractor is accredited by another State which has adopted a contractor accreditation plan under section 206(b) of Title II of the Act, or is accredited by an EPA-approved course developed under section 206(c) of Title II of the Act.

(f) A local education agency may require each management plan to contain a statement signed by an accredited management plan developer that such person has prepared or assisted in the preparation of such plan or has reviewed such plan, and that such plan is in compliance with this subpart E. Such statement may not be signed by a person who, in addition to preparing or assisting in preparing the management plan, also implements (or will implement) the management plan.

(g)(1) Upon submission of a management plan to the Governor for review, a local education agency shall keep a copy of the plan in its administrative office. The management plans shall be available, without cost or restriction, for inspection by representatives of EPA and the State, the public, including teachers, other school personnel and their representatives, and parents. The local education agency may charge a reasonable cost to make copies of management plans.

(2) Each local education agency shall maintain in its administrative office a complete, updated copy of a management plan for each school under its administrative control or direction. The management plans shall be available, during normal business hours, without cost or restriction, for inspection by representatives of EPA and the State, the public, including teachers, other school personnel and their representatives, and parents. The local education agency may charge a reasonable cost to make copies of management plans.

(3) Each school shall maintain in its administrative office a complete, updated copy of the management plan for that school. Management plans shall be available for inspection, without cost or restriction, to workers before work begins in any area of a school building. The school shall make management plans available for inspection to representatives of EPA and the State, the public, including parents, teachers, and other school personnel and their representatives within 5 working days after receiving a request for inspection. The school may charge a reasonable cost to make copies of the management plan.

(4) Upon submission of its management plan to the Governor and at least once each school year, the local education agency shall notify in writing parent, teacher, and employee organizations of the availability of management plans and shall include in the management plan a description of the steps taken to notify such organizations, and a dated copy of the notification. In the absence of any such organizations for parents, teachers, or employees, the local education agency shall provide written notice to that relevant group of the availability of management plans and shall include in the management plan a description of the steps taken to notify such groups, and a dated copy of the notification.

(h) Records required under § 763.94 shall be made by local education agencies and maintained as part of the management plan.

(i) Each management plan must contain a true and correct statement, signed by the individual designated by the local education agency under § 763.84, which certifies that the general, local education agency responsibilities, as stipulated by § 763.84, have been met or will be met.

§ 763.94 Recordkeeping.

(a) Records required under this section shall be maintained in a centralized location in the administrative office of both the school and the local education agency as part of the management plan. For each homogeneous area where all ACBM has been removed, the local education agency shall ensure that such records are retained for 3 years after the next reinspection required under § 763.85(b)(1), or for an equivalent period.

(b) For each preventive measure and response action taken for friable and nonfriable ACBM and friable and nonfriable suspected ACBM assumed to be ACM, the local education agency shall provide:

(1) A detailed written description of the measure or action, including methods used, the location where the measure or action was taken, reasons for selecting the measure or action, start and completion dates of the work, names and addresses of all contractors involved, and if applicable, their State of accreditation, and accreditation numbers, and if ACBM is removed, the name and location of storage or disposal site of the ACM.

(2) The name and signature of any person collecting any air sample required to be collected at the completion of certain response actions specified by § 763.90(i), the locations where samples were collected, date of collection, the name and address of the laboratory analyzing the samples, the date of analysis, the results of the analysis, the method of analysis, the name and signature of the person performing the analysis, and a statement that the laboratory meets the applicable requirements of § 763.90(i)(2)(ii).

(c) For each person required to be trained under § 763.92(a) (1) and (2), the local education agency shall provide the person's name and job title, the date that training was completed by that person, the location of the training, and the number of hours completed in such training.

(d) For each time that periodic surveillance under § 763.92(b) is performed,

the local education agency shall record the name of each person performing the surveillance, the date of the surveillance, and any changes in the conditions of the materials.

(e) For each time that cleaning under §763.91(c) is performed, the local education agency shall record the name of each person performing the cleaning, the date of such cleaning, the locations cleaned, and the methods used to perform such cleaning.

(f) For each time that operations and maintenance activities under §763.91(d) are performed, the local education agency shall record the name of each person performing the activity, the start and completion dates of the activity, the locations where such activity occurred, a description of the activity including preventive measures used, and if ACBM is removed, the name and location of storage or disposal site of the ACM.

(g) For each time that major asbestos activity under §763.91(e) is performed, the local education agency shall provide the name and signature, State of accreditation, and if applicable, the accreditation number of each person performing the activity, the start and completion dates of the activity, the locations where such activity occurred, a description of the activity including preventive measures used, and if ACBM is removed, the name and location of storage or disposal site of the ACM.

(h) For each fiber release episode under §763.91(f), the local education agency shall provide the date and location of the episode, the method of repair, preventive measures or response action taken, the name of each person performing the work, and if ACBM is removed, the name and location of storage or disposal site of the ACM.

(Approved by the Office of Management and Budget under control number 2070–0091)

§763.95 Warning labels.

(a) The local education agency shall attach a warning label immediately adjacent to any friable and nonfriable ACBM and suspected ACBM assumed to be ACM located in routine maintenance areas (such as boiler rooms) at each school building. This shall include:

(1) Friable ACBM that was responded to by a means other than removal.

(2) ACBM for which no response action was carried out.

(b) All labels shall be prominently displayed in readily visible locations and shall remain posted until the ACBM that is labeled is removed.

(c) The warning label shall read, in print which is readily visible because of large size or bright color, as follows:

CAUTION: ASBESTOS. HAZARDOUS. DO NOT DISTURB WITHOUT PROPER TRAINING AND EQUIPMENT.

§763.97 Compliance and enforcement.

(a) *Compliance with Title II of the Act.* (1) Section 207(a) of Title II of the Act (15 U.S.C. 2647) makes it unlawful for any local education agency to:

(i) Fail to conduct inspections pursuant to section 203(b) of Title II of the Act, including failure to follow procedures and failure to use accredited personnel and laboratories.

(ii) Knowingly submit false information to the Governor regarding any inspection pursuant to regulations under section 203(i) of Title II of the Act.

(iii) Fail to develop a management plan pursuant to regulations under section 203(i) of Title II of the Act.

(2) Section 207(a) of Title II of the Act (15 U.S.C. 2647) also provides that any local education agency which violates any provision of section 207 shall be liable for a civil penalty of not more than $5,000 for each day during which the violation continues. For the purposes of this subpart, a ''violation'' means a failure to comply with respect to a single school building.

(b) *Compliance with Title I of the Act.* (1) Section 15(1)(D) of Title I of the Act (15 U.S.C. 2614) makes it unlawful for any person to fail or refuse to comply with any requirement of Title II or any rule promulgated or order issued under Title II. Therefore, any person who violates any requirement of this subpart is in violation of section 15 of Title I of the Act.

(2) Section 15(3) of Title I of the Act (15 U.S.C. 2614) makes it unlawful for any person to fail or refuse to establish or maintain records, submit reports, notices or other information, or permit access to or copying of records, as required by this Act or a rule thereunder.

(3) Section 15(4) (15 U.S.C. 2614) of Title I of the Act makes it unlawful for any person to fail or refuse to permit entry or inspection as required by section 11 of Title I of the Act.

(4) Section 16(a) of Title I of the Act (15 U.S.C. 2615) provides that any person who violates any provision of section 15 of Title I of the Act shall be liable to the United States for a civil penalty in an amount not to exceed $25,000 for each such violation. Each day such a violation continues shall, for purposes of this paragraph, constitute a separate violation of section 15. A local education agency is not liable for any civil penalty under Title I of the Act for failing or refusing to comply with any rule promulgated or order issued under Title II of the Act.

(c) *Criminal penalties.* If any violation committed by any person (including a local education agency) is knowing or willful, criminal penalties may be assessed under section 16(b) of Title I of the Act.

(d) *Injunctive relief.* The Agency may obtain injunctive relief under section 208(b) of Title II of the Act to respond to a hazard which poses an imminent and substantial endangerment to human health or the environment or section 17 (15 U.S.C. 2616) of Title I of the Act to restrain any violation of section 15 of Title I of the Act or to compel the taking of any action required by or under Title I of the Act.

(e) *Citizen complaints.* Any citizen who wishes to file a complaint pursuant to section 207(d) of Title II of the Act should direct the complaint to the Governor of the State or the EPA Asbestos Ombudsman, 1200 Pennsylvania Ave., NW., Washington, DC 20460. The citizen complaint should be in writing and identified as a citizen complaint pursuant to section 207(d) of Title II of TSCA. The EPA Asbestos Ombudsman or the Governor shall investigate and respond to the complaint within a reasonable period of time if the allegations provide a reasonable basis to believe that a violation of the Act has occurred.

(f) *Inspections.* EPA may conduct inspections and review management plans under section 11 of Title I of the Act (15 U.S.C. 2610) to ensure compliance.

§ 763.98 Waiver; delegation to State.

(a) *General.* (1) Upon request from a state Governor and after notice and comment and an opportunity for a public hearing in accordance with paragraphs (b) and (c) of this section, EPA may waive some or all of the requirements of this subpart E if the state has established and is implementing or intends to implement a program of asbestos inspection and management that contains requirements that are at least as stringent as the requirements of this subpart. In addition, if the state chooses to receive electronic documents, the state program must include, at a minimum, the requirements of 40 CFR part 3—(Electronic reporting).

(2) A waiver from any requirement of this subpart E shall apply only to the specific provision for which a waiver has been granted under this section. All requirements of this subpart E shall apply until a waiver is granted under this section.

(b) *Request.* Each request by a Governor to waive any requirement of this subpart E shall be sent with three complete copies of the request to the Regional Administrator for the EPA Region in which the State is located and shall include:

(1) A copy of the State provisions or proposed provisions relating to its program of asbestos inspection and management in schools for which the request is made.

(2)(i) The name of the State agency that is or will be responsible for administering and enforcing the requirements for which a waiver is requested, the names and job titles of responsible officials in that agency, and phone numbers where the officials can be contacted.

(ii) In the event that more than one agency is or will be responsible for administering and enforcing the requirements for which a waiver is requested, a description of the functions to be performed by each agency, how the program will be coordinated by the lead agency to ensure consistency and effective administration in the asbestos inspection and management program within the State, the names and job titles of responsible officials in the agencies, and phone numbers where the officials can be contacted. The lead agency

will serve as the central contact point for the EPA.

(3) Detailed reasons, supporting papers, and the rationale for concluding that the state's asbestos inspection and management program provisions for which the request is made are at least as stringent as the requirements of Subpart E of this part, and that, if the state chooses to receive electronic documents, the state program includes, at a minimum, the requirements of 40 CFR part 3—(Electronic reporting).

(4) A discussion of any special situations, problems, and needs pertaining to the waiver request accompanied by an explanation of how the State intends to handle them.

(5) A statement of the resources that the State intends to devote to the administration and enforcement of the provisions relating to the waiver request.

(6) Copies of any specific or enabling State laws (enacted and pending enactment) and regulations (promulgated and pending promulgation) relating to the request, including provisions for assessing criminal and/or civil penalties.

(7) Assurance from the Governor, the Attorney General, or the legal counsel of the lead agency that the lead agency or other cooperating agencies have the legal authority necessary to carry out the requirements relating to the request.

(c) *General notice—hearing.* (1) Within 30 days after receipt of a request for a waiver, EPA will determine the completeness of the request. If EPA does not request further information within the 30-day period, the request will be deemed complete.

(2) Within 30 days after EPA determines that a request is complete, EPA will issue for publication in the FEDERAL REGISTER a notice that announces receipt of the request, describes the information submitted under paragraph (b) of this section, and solicits written comment from interested members of the public. Comments must be submitted within 60 days.

(3) If, during the comment period, EPA receives a written objection to a Governor's request and a request for a public hearing detailing specific objections to the granting of a waiver, EPA will schedule a public hearing to be held in the affected State after the close of the comment period and will announce the public hearing date in the FEDERAL REGISTER before the date of the hearing. Each comment shall include the name and address of the person submitting the comment.

(d) *Criteria.* EPA may waive some or all of the requirements of subpart E of this part if:

(1) The State's lead agency and other cooperating agencies have the legal authority necessary to carry out the provisions of asbestos inspection and management in schools relating to the waiver request.

(2) The State's program of asbestos inspection and management in schools relating to the waiver request and implementation of the program are or will be at least as stringent as the requirements of this subpart E.

(3) The state has an enforcement mechanism to allow it to implement the program described in the waiver request and any electronic reporting requirements are at least as stringent as 40 CFR part 3—(Electronic reporting).

(4) The lead agency and any cooperating agencies have or will have qualified personnel to carry out the provisions relating to the waiver request.

(5) The State will devote adequate resources to the administration and enforcement of the asbestos inspection and management provisions relating to the waiver request.

(6) When specified by EPA, the State gives satisfactory assurances that necessary steps, including specific actions it proposes to take and a time schedule for their accomplishment, will be taken within a reasonable time to conform with applicable criteria under paragraphs (d) (2) through (4) of this section.

(e) *Decision.* EPA will issue for publication in the FEDERAL REGISTER a notice announcing its decision to grant or deny, in whole or in part, a Governor's request for a waiver from some or all of the requirements of this subpart E within 30 days after the close of the comment period or within 30 days following a public hearing, whichever is applicable. The notice will include the Agency's reasons and rationale for

granting or denying the Governor's request. The 30-day period may be extended if mutually agreed upon by EPA and the State.

(f) *Modifications.* When any substantial change is made in the administration or enforcement of a State program for which a waiver was granted under this section, a responsible official in the lead agency shall submit such changes to EPA.

(g) *Reports.* The lead agency in each State that has been granted a waiver by EPA from any requirement of subpart E of this part shall submit a report to the Regional Administrator for the Region in which the State is located at least once every 12 months to include the following information:

(1) A summary of the State's implementation and enforcement activities during the last reporting period relating to provisions waived under this section, including enforcement actions taken.

(2) Any changes in the administration or enforcement of the State program implemented during the last reporting period.

(3) Other reports as may be required by EPA to carry out effective oversight of any requirement of this subpart E that was waived under this section.

(h) *Oversight.* EPA may periodically evaluate the adequacy of a State's implementation and enforcement of and resources devoted to carrying out requirements relating to the waiver. This evaluation may include, but is not limited to, site visits to local education agencies without prior notice to the State.

(i) *Informal conference.* (1) EPA may request that an informal conference be held between appropriate State and EPA officials when EPA has reason to believe that a State has failed to:

(i) Substantially comply with the terms of any provision that was waived under this section.

(ii) Meet the criteria under paragraph (d) of this section, including the failure to carry out enforcement activities or act on violations of the State program.

(2) EPA will:

(i) Specify to the State those aspects of the State's program believed to be inadequate.

(ii) Specify to the State the facts that underlie the belief of inadequacy.

(3) If EPA finds, on the basis of information submitted by the State at the conference, that deficiencies did not exist or were corrected by the State, no further action is required.

(4) Where EPA finds that deficiencies in the State program exist, a plan to correct the deficiencies shall be negotiated between the State and EPA. The plan shall detail the deficiencies found in the State program, specify the steps the State has taken or will take to remedy the deficiencies, and establish a schedule for each remedial action to be initiated.

(j) *Rescission.* (1) If the State fails to meet with EPA or fails to correct deficiencies raised at the informal conference, EPA will deliver to the Governor of the State and a responsible official in the lead agency a written notice of its intent to rescind, in whole or part, the waiver.

(2) EPA will issue for publication in the FEDERAL REGISTER a notice that announces the rescission of the waiver, describes those aspects of the State's program determined to be inadequate, and specifies the facts that underlie the findings of inadequacy.

[52 FR 41846, Oct. 30, 1987, as amended at 70 FR 59889, Oct. 13, 2005]

§ 763.99 Exclusions.

(a) A local education agency shall not be required to perform an inspection under § 763.85(a) in any sampling area as defined in 40 CFR 763.103 or homogeneous area of a school building where:

(1) An accredited inspector has determined that, based on sampling records, friable ACBM was identified in that homogeneous or sampling area during an inspection conducted before December 14, 1987. The inspector shall sign and date a statement to that effect with his or her State of accreditation and if applicable, accreditation number and, within 30 days after such determination, submit a copy of the statement to the person designated under § 763.84 for inclusion in the management plan. However, an accredited inspector shall assess the friable ACBM under § 763.88.

(2) An accredited inspector has determined that, based on sampling records,

nonfriable ACBM was identified in that homogeneous or sampling area during an inspection conducted before December 14, 1987. The inspector shall sign and date a statement to that effect with his or her State of accreditation and if applicable, accreditation number and, within 30 days after such determination, submit a copy of the statement to the person designated under §763.84 for inclusion in the management plan. However, an accredited inspector shall identify whether material that was nonfriable has become friable since that previous inspection and shall assess the newly-friable ACBM under §763.88.

(3) Based on sampling records and inspection records, an accredited inspector has determined that no ACBM is present in the homogeneous or sampling area and the records show that the area was sampled, before December 14, 1987 in substantial compliance with §763.85(a), which for purposes of this section means in a random manner and with a sufficient number of samples to reasonably ensure that the area is not ACBM.

(i) The accredited inspector shall sign and date a statement, with his or her State of accreditation and if applicable, accreditation number that the homogeneous or sampling area determined not to be ACBM was sampled in substantial compliance with §763.85(a).

(ii) Within 30 days after the inspector's determination, the local education agency shall submit a copy of the inspector's statement to the EPA Regional Office and shall include the statement in the management plan for that school.

(4) The lead agency responsible for asbestos inspection in a State that has been granted a waiver from §763.85(a) has determined that, based on sampling records and inspection records, no ACBM is present in the homogeneous or sampling area and the records show that the area was sampled before December 14, 1987, in substantial compliance with §763.85(a). Such determination shall be included in the management plan for that school.

(5) An accredited inspector has determined that, based on records of an inspection conducted before December 14, 1987, suspected ACBM identified in that homogeneous or sampling area is assumed to be ACM. The inspector shall sign and date a statement to that effect, with his or her State of accreditation and if applicable, accreditation number and, within 30 days of such determination, submit a copy of the statement to the person designated under §763.84 for inclusion in the management plan. However, an accredited inspector shall identify whether material that was nonfriable suspected ACBM assumed to be ACM has become friable since the previous inspection and shall assess the newly friable material and previously identified friable suspected ACBM assumed to be ACM under §763.88.

(6) Based on inspection records and contractor and clearance records, an accredited inspector has determined that no ACBM is present in the homogeneous or sampling area where asbestos removal operations have been conducted before December 14, 1987, and shall sign and date a statement to that effect and include his or her State of accreditation and, if applicable, accreditation number. The local education agency shall submit a copy of the statement to the EPA Regional Office and shall include the statement in the management plan for that school.

(7) An architect or project engineer responsible for the construction of a new school building built after October 12, 1988, or an accredited inspector signs a statement that no ACBM was specified as a building material in any construction document for the building, or, to the best of his or her knowledge, no ACBM was used as a building material in the building. The local education agency shall submit a copy of the signed statement of the architect, project engineer, or accredited inspector to the EPA Regional Office and shall include the statement in the management plan for that school.

(b) The exclusion, under paragraphs (a) (1) through (4) of this section, from conducting the inspection under §763.85(a) shall apply only to homogeneous or sampling areas of a school building that were inspected and sampled before October 17, 1987. The local

education agency shall conduct an inspection under §763.85(a) of all areas inspected before October 17, 1987, that were not sampled or were not assumed to be ACM.

(c) If ACBM is subsequently found in a homogeneous or sampling area of a local education agency that had been identified as receiving an exclusion by an accredited inspector under paragraphs (a) (3), (4), (5) of this section, or an architect, project engineer or accredited inspector under paragraph (a)(7) of this section, the local education agency shall have 180 days following the date of identification of ACBM to comply with this subpart E.

APPENDIX A TO SUBPART E OF PART 763—INTERIM TRANSMISSION ELECTRON MICROSCOPY ANALYTICAL METHODS—MANDATORY AND NON-MANDATORY—AND MANDATORY SECTION TO DETERMINE COMPLETION OF RESPONSE ACTIONS

I. Introduction

The following appendix contains three units. The first unit is the mandatory transmission electron microscopy (TEM) method which all laboratories must follow; it is the minimum requirement for analysis of air samples for asbestos by TEM. The mandatory method contains the essential elements of the TEM method. The second unit contains the complete non-mandatory method. The non-mandatory method supplements the mandatory method by including additional steps to improve the analysis. EPA recommends that the non-mandatory method be employed for analyzing air filters; however, the laboratory may choose to employ the mandatory method. The non-mandatory method contains the same minimum requirements as are outlined in the mandatory method. Hence, laboratories may choose either of the two methods for analyzing air samples by TEM.

The final unit of this Appendix A to subpart E defines the steps which must be taken to determine completion of response actions. This unit is mandatory.

II. Mandatory Transmission Electron Microscopy Method

A. Definitions of Terms

1. *Analytical sensitivity*—Airborne asbestos concentration represented by each fiber counted under the electron microscope. It is determined by the air volume collected and the proportion of the filter examined. This method requires that the analytical sensitivity be no greater than 0.005 structures/cm^3.

2. *Asbestiform*—A specific type of mineral fibrosity in which the fibers and fibrils possess high tensile strength and flexibility.

3. *Aspect ratio*—A ratio of the length to the width of a particle. Minimum aspect ratio as defined by this method is equal to or greater than 5:1.

4. *Bundle*—A structure composed of three or more fibers in a parallel arrangement with each fiber closer than one fiber diameter.

5. *Clean area*—A controlled environment which is maintained and monitored to assure a low probability of asbestos contamination to materials in that space. Clean areas used in this method have HEPA filtered air under positive pressure and are capable of sustained operation with an open laboratory blank which on subsequent analysis has an average of less than 18 structures/mm^2 in an area of 0.057 mm^2 (nominally 10 200-mesh grid openings) and a maximum of 53 structures/mm^2 for any single preparation for that same area.

6. *Cluster*—A structure with fibers in a random arrangement such that all fibers are intermixed and no single fiber is isolated from the group. Groupings must have more than two intersections.

7. *ED*—Electron diffraction.

8. *EDXA*—Energy dispersive X-ray analysis.

9. *Fiber*—A structure greater than or equal to 0.5 μm in length with an aspect ratio (length to width) of 5:1 or greater and having substantially parallel sides.

10. *Grid*—An open structure for mounting on the sample to aid in its examination in the TEM. The term is used here to denote a 200-mesh copper lattice approximately 3 mm in diameter.

11. *Intersection*—Nonparallel touching or crossing of fibers, with the projection having an aspect ratio of 5:1 or greater.

12. *Laboratory sample coordinator*—That person responsible for the conduct of sample handling and the certification of the testing procedures.

13. *Filter background level*—The concentration of structures per square millimeter of filter that is considered indistinguishable from the concentration measured on a blank (filters through which no air has been drawn). For this method the filter background level is defined as 70 structures/mm^2.

14. *Matrix*—Fiber or fibers with one end free and the other end embedded in or hidden by a particulate. The exposed fiber must meet the fiber definition.

15. *NSD*—No structure detected.

16. *Operator*—A person responsible for the TEM instrumental analysis of the sample.

17. *PCM*—Phase contrast microscopy.

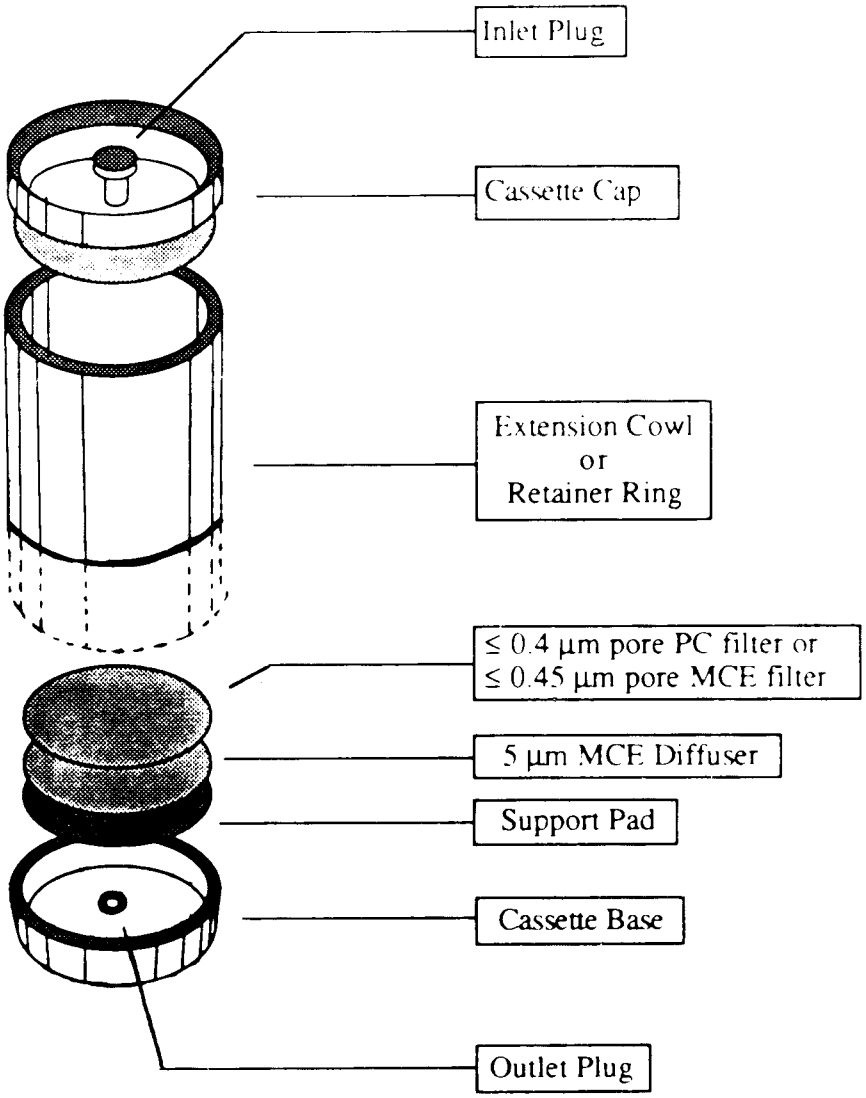
18. *SAED*—Selected area electron diffraction.

19. *SEM*—Scanning electron microscope.
20. *STEM*—Scanning transmission electron microscope.
21. *Structure*—a microscopic bundle, cluster, fiber, or matrix which may contain asbestos.
22. *S/cm³*—Structures per cubic centimeter.
23. *S/mm²*—Structures per square millimeter.
24. *TEM*—Transmission electron microscope.

B. Sampling

1. The sampling agency must have written quality control procedures and documents which verify compliance.
2. Sampling operations must be performed by qualified individuals completely independent of the abatement contractor to avoid possible conflict of interest (References 1, 2, 3, and 5 of Unit II.J.).
3. Sampling for airborne asbestos following an abatement action must use commercially available cassettes.
4. Prescreen the loaded cassette collection filters to assure that they do not contain concentrations of asbestos which may interfere with the analysis of the sample. A filter blank average of less than 18 s/mm² in an area of 0.057 mm² (nominally 10 200-mesh grid openings) and a single preparation with a maximum of 53 s/mm² for that same area is acceptable for this method.
5. Use sample collection filters which are either polycarbonate having a pore size less than or equal to 0.4 µm or mixed cellulose ester having a pore size less than or equal to 0.45 µm.
6. Place these filters in series with a 5.0 µm backup filter (to serve as a diffuser) and a support pad. See the following Figure 1:

FIGURE I--SAMPLING CASSETTE CONFIGURATION



7. Reloading of used cassettes is not permitted.

8. Orient the cassette downward at approximately 45 degrees from the horizontal.

9. Maintain a log of all pertinent sampling information.

10. Calibrate sampling pumps and their flow indicators over the range of their intended use with a recognized standard. Assemble the sampling system with a representative filter (not the filter which will be used in sampling) before and after the sampling operation.

11. Record all calibration information.

12. Ensure that the mechanical vibrations from the pump will be minimized to prevent transferral of vibration to the cassette.

13. Ensure that a continuous smooth flow of negative pressure is delivered by the pump by damping out any pump action fluctuations if necessary.

14. The final plastic barrier around the abatement area remains in place for the sampling period.

15. After the area has passed a thorough visual inspection, use aggressive sampling conditions to dislodge any remaining dust. (See suggested protocol in Unit III.B.7.d.)

16. Select an appropriate flow rate equal to or greater than 1 liter per minute (L/min) or less than 10 L/min for 25 mm cassettes. Larger filters may be operated at proportionally higher flow rates.

17. A minimum of 13 samples are to be collected for each testing site consisting of the following:

a. A minimum of five samples per abatement area.

b. A minimum of five samples per ambient area positioned at locations representative of the air entering the abatement site.

c. Two field blanks are to be taken by removing the cap for not more than 30 seconds and replacing it at the time of sampling before sampling is initiated at the following places:

i. Near the entrance to each abatement area.

ii. At one of the ambient sites. (DO NOT leave the field blanks open during the sampling period.)

d. A sealed blank is to be carried with each sample set. This representative cassette is not to be opened in the field.

18. Perform a leak check of the sampling system at each indoor and outdoor sampling site by activating the pump with the closed sampling cassette in line. Any flow indicates a leak which must be eliminated before initiating the sampling operation.

19. The following Table I specifies volume ranges to be used:

TABLE 1--NUMBER OF 200 MESH EM GRID OPENINGS ($0.0057\ MM^2$) THAT NEED TO BE ANALYZED TO MAINTAIN SENSITIVITY OF 0.005 STRUCTURES/CC BASED ON VOLUME AND EFFECTIVE FILTER AREA

	Effective Filter Area 385 sq mm		Effective Filter Area 855 sq mm	
	Volume (liters)	# of grid openings	Volume (liters)	# of grid openings
	560	*24*	*1,250*	*24*
	600	23	1,300	23
	700	19	1,400	21
	800	17	1,600	19
	900	15	1,800	17
	1,000	14	2,000	15
	1,100	12	2,200	14
	1,200	**11**	2,400	13
	1,300	**10**	2,600	12
Recommended Volume Range	**1,400**	**10**	**2,800**	**11**
	1,500	**9**	**3,000**	**10**
	1,600	**8**	**3,200**	**9**
	1,700	**8**	**3,400**	**9**
	1,800	**8**	**3,600**	**8**
	1,900	7	**3,800**	**8**
	2,000	7	**4,000**	**8**
	2,100	6	4,200	7
	2,200	6	4,400	7
	2,300	6	4,600	7
	2,400	6	4,800	6
	2,500	5	5,000	6
	2,600	5	5,200	6
	2,700	5	5,400	6
	2,800	5	5,600	5
	2,900	5	5,800	5
	3,000	5	6,000	5
	3,100	4	6,200	5
	3,200	4	6,400	5
	3,300	4	6,600	5
	3,400	4	6,800	4
	3,500	4	7,000	4
	3,600	4	7,200	4
	3,700	4	7,400	4
	3,800	4	7,600	4

Recommended Volume Range

Note minimum volumes required:
25 mm : 560 liters
37 mm : 1250 liters

Filter diameter of 25 mm = effective area of 385 sq mm
Filter diameter of 37 mm = effective area of 855 sq mm

20. Ensure that the sampler is turned upright before interrupting the pump flow.

21. Check that all samples are clearly labeled and that all pertinent information has been enclosed before transfer of the samples to the laboratory.

22. Ensure that the samples are stored in a secure and representative location.

23. Do not change containers if portions of these filters are taken for other purposes.

24. A summary of Sample Data Quality Objectives is shown in the following Table II:

TABLE II--SUMMARY OF SAMPLING AGENCY DATA QUALITY OBJECTIVES

This table summarizes the data quality objectives from the performance of this method in terms of precision, accuracy, completeness, representativeness, and comparability. These objectives are assured by the periodic control checks and reference checks listed here and described in the text of the method.

Unit Operation	QC Check	Frequency	Conformance Expectation
Sampling materials	Sealed blank	1 per I/O site	95%
Sample procedures	Field blanks	2 per I/O site	95%
	Pump calibration	Before and after each field series	90%
Sample custody	Review of chain-of-custody record	Each sample	95% complete
Sample shipment	Review of sending report	Each sample	95% complete

C. Sample Shipment

Ship bulk samples to the analytical laboratory in a separate container from air samples.

D. Sample Receiving

1. Designate one individual as sample coordinator at the laboratory. While that individual will normally be available to receive samples, the coordinator may train and supervise others in receiving procedures for those times when he/she is not available.

2. Bulk samples and air samples delivered to the analytical laboratory in the same container shall be rejected.

E. Sample Preparation

1. All sample preparation and analysis shall be performed by a laboratory independent of the abatement contractor.

2. Wet-wipe the exterior of the cassettes to minimize contamination possibilities before taking them into the clean room facility.

3. Perform sample preparation in a well-equipped clean facility.

NOTE: The clean area is required to have the following minimum characteristics. The area or hood must be capable of maintaining a positive pressure with make-up air being HEPA-filtered. The cumulative analytical blank concentration must average less than 18 s/mm^2 in an area of 0.057 mm^2 (nominally 10 200-mesh grid openings) and a single preparation with a maximum of 53 s/mm^2 for that same area.

4. Preparation areas for air samples must not only be separated from preparation areas for bulk samples, but they must be prepared in separate rooms.

5. Direct preparation techniques are required. The object is to produce an intact film containing the particulates of the filter surface which is sufficiently clear for TEM analysis.

a. TEM Grid Opening Area measurement must be done as follows:

i. The filter portion being used for sample preparation must have the surface collapsed using an acetone vapor technique.

ii. Measure 20 grid openings on each of 20 random 200-mesh copper grids by placing a grid on a glass and examining it under the PCM. Use a calibrated graticule to measure the average field diameters. From the data, calculate the field area for an average grid opening.

iii. Measurements can also be made on the TEM at a properly calibrated low magnification or on an optical microscope at a magnification of approximately 400X by using an eyepiece fitted with a scale that has been calibrated against a stage micrometer. Optical microscopy utilizing manual or automated procedures may be used providing instrument calibration can be verified.

b. TEM specimen preparation from polycarbonate (PC) filters. Procedures as described in Unit III.G. or other equivalent methods may be used.

c. TEM specimen preparation from mixed cellulose ester (MCE) filters.

i. Filter portion being used for sample preparation must have the surface collapsed using an acetone vapor technique or the Burdette procedure (Ref. 7 of Unit II.J.)

ii. Plasma etching of the collapsed filter is required. The microscope slide to which the collapsed filter pieces are attached is placed in a plasma asher. Because plasma ashers vary greatly in their performance, both from unit to unit and between different positions in the asher chamber, it is difficult to specify the conditions that should be used. Insufficient etching will result in a failure to expose embedded filters, and too much etching may result in loss of particulate from the surface. As an interim measure, it is recommended that the time for ashing of a

known weight of a collapsed filter be established and that the etching rate be calculated in terms of micrometers per second. The actual etching time used for the particulate asher and operating conditions will then be set such that a 1–2 μm (10 percent) layer of collapsed surface will be removed.

iii. Procedures as described in Unit III. or other equivalent methods may be used to prepare samples.

F. TEM Method

1. An 80–120 kV TEM capable of performing electron diffraction with a fluorescent screen inscribed with calibrated gradations is required. If the TEM is equipped with EDXA it must either have a STEM attachment or be capable of producing a spot less than 250 nm in diameter at crossover. The microscope shall be calibrated routinely for magnification and camera constant.

2. *Determination of Camera Constant and ED Pattern Analysis.* The camera length of the TEM in ED operating mode must be calibrated before ED patterns on unknown samples are observed. This can be achieved by using a carbon-coated grid on which a thin film of gold has been sputtered or evaporated. A thin film of gold is evaporated on the specimen TEM grid to obtain zone-axis ED patterns superimposed with a ring pattern from the polycrystalline gold film. In practice, it is desirable to optimize the thickness of the gold film so that only one or two sharp rings are obtained on the superimposed ED pattern. Thicker gold film would normally give multiple gold rings, but it will tend to mask weaker diffraction spots from the unknown fibrous particulate. Since the unknown d-spacings of most interest in asbestos analysis are those which lie closest to the transmitted beam, multiple gold rings are unnecessary on zone-axis ED patterns. An average camera constant using multiple gold rings can be determined. The camera constant is one-half the diameter of the rings times the interplanar spacing of the ring being measured.

3. *Magnification Calibration.* The magnification calibration must be done at the fluorescent screen. The TEM must be calibrated at the grid opening magnification (if used) and also at the magnification used for fiber counting. This is performed with a cross grating replica (e.g., one containing 2,160 lines/mm). Define a field of view on the fluorescent screen either by markings or physical boundaries. The field of view must be measurable or previously inscribed with a scale or concentric circles (all scales should be metric). A logbook must be maintained, and the dates of calibration and the values obtained must be recorded. The frequency of calibration depends on the past history of the particular microscope. After any maintenance of the microscope that involved adjustment of the power supplied to the lenses or the high-voltage system or the mechanical disassembly of the electron optical column apart from filament exchange, the magnification must be recalibrated. Before the TEM calibration is performed, the analyst must ensure that the cross grating replica is placed at the same distance from the objective lens as the specimens are. For instruments that incorporate a eucentric tilting specimen stage, all specimens and the cross grating replica must be placed at the eucentric position.

4. While not required on every microscope in the laboratory, the laboratory must have either one microscope equipped with energy dispersive X-ray analysis or access to an equivalent system on a TEM in another laboratory.

5. Microscope settings: 80–120 kV, grid assessment 250–1,000X, then 15,000–20,000X screen magnification for analysis.

6. Approximately one-half (0.5) of the predetermined sample area to be analyzed shall be performed on one sample grid preparation and the remaining half on a second sample grid preparation.

7. Individual grid openings with greater than 5 percent openings (holes) or covered with greater than 25 percent particulate matter or obviously having nonuniform loading must not be analyzed.

8. Reject the grid if:

a. Less than 50 percent of the grid openings covered by the replica are intact.

b. The replica is doubled or folded.

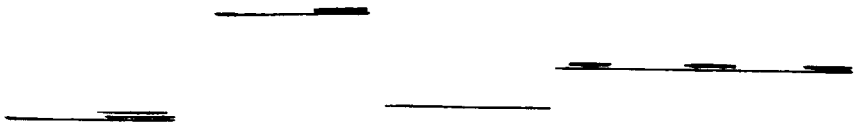
c. The replica is too dark because of incomplete dissolution of the filter.

9. *Recording Rules.*

a. Any continuous grouping of particles in which an asbestos fiber with an aspect ratio greater than or equal to 5:1 and a length greater than or equal to 0.5 μm is detected shall be recorded on the count sheet. These will be designated asbestos structures and will be classified as fibers, bundles, clusters, or matrices. Record as individual fibers any contiguous grouping having 0, 1, or 2 definable intersections. Groupings having more than 2 intersections are to be described as cluster or matrix. An intersection is a nonparallel touching or crossing of fibers, with the projection having an aspect ratio of 5:1 or greater. See the following Figure 2:

FIGURE 2--COUNTING GUIDELINES USED IN DETERMINING ASBESTOS STRUCTURES

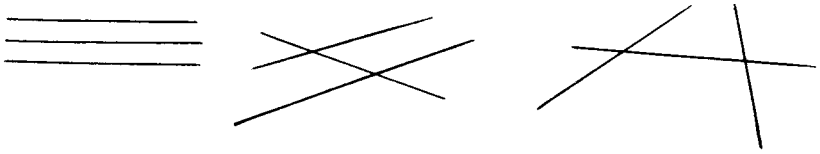
Count as 1 fiber; 1 Structure; no intersections.



Count as 2 fibers if space between fibers is greater than width of 1 fiber diameter or number of intersections is equal to or less than 1.

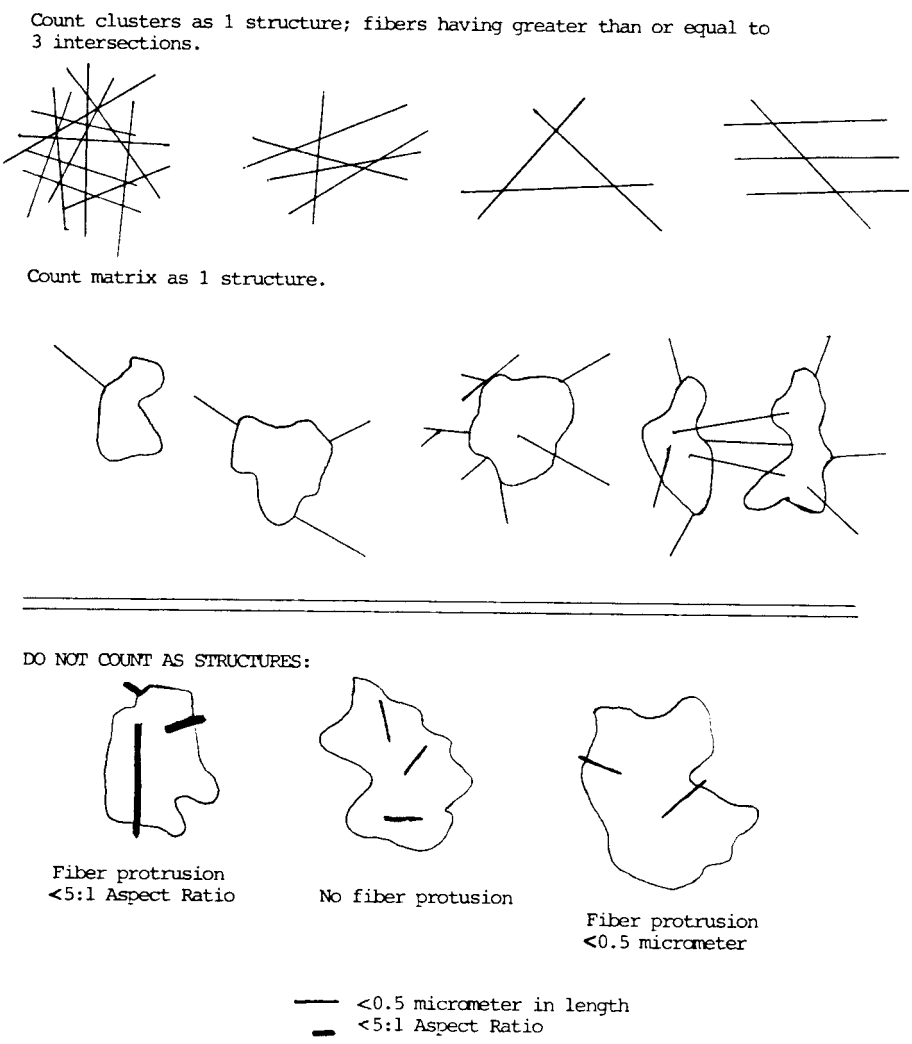


Count as 3 structures if space between fibers is greater than width of 1 fiber diameter or if the number of intersections is equal to or less than 2.



Count bundles as 1 structure; 3 or more parallel fibrils less than 1 fiber diameter separation.





i. *Fiber.* A structure having a minimum length greater than or equal to 0.5 µm and an aspect ratio (length to width) of 5:1 or greater and substantially parallel sides. Note the appearance of the end of the fiber, i.e., whether it is flat, rounded or dovetailed.

ii. *Bundle.* A structure composed of three or more fibers in a parallel arrangement with each fiber closer than one fiber diameter.

iii. *Cluster.* A structure with fibers in a random arrangement such that all fibers are intermixed and no single fiber is isolated from the group. Groupings must have more than two intersections.

iv. *Matrix.* Fiber or fibers with one end free and the other end embedded in or hidden by a particulate. The exposed fiber must meet the fiber definition.

b. Separate categories will be maintained for fibers less than 5 µm and for fibers equal to or greater than 5 µm in length.

c. Record NSD when no structures are detected in the field.

d. Visual identification of electron diffraction (ED) patterns is required for each asbestos structure counted which would cause the

analysis to exceed the 70 s/mm² concentration. (Generally this means the first four fibers identified as asbestos must exhibit an identifiable diffraction pattern for chrysotile or amphibole.)

e. The micrograph number of the recorded diffraction patterns must be reported to the client and maintained in the laboratory's quality assurance records. In the event that examination of the pattern by a qualified individual indicates that the pattern has been misidentified visually, the client shall be contacted.

f. Energy Dispersive X-ray Analysis (EDXA) is required of all amphiboles which would cause the analysis results to exceed the 70 s/mm² concentration. (Generally speaking, the first 4 amphiboles would require EDXA.)

g. If the number of fibers in the non-asbestos class would cause the analysis to exceed the 70 s/mm² concentration, the fact that they are not asbestos must be confirmed by EDXA or measurement of a zone axis diffraction pattern.

h. Fibers classified as chrysotile must be identified by diffraction or X-ray analysis and recorded on a count sheet. X-ray analysis alone can be used only after 70 s/mm² have been exceeded for a particular sample.

i. Fibers classified as amphiboles must be identified by X-ray analysis and electron diffraction and recorded on the count sheet. (X-ray analysis alone can be used only after 70 s/mm² have been exceeded for a particular sample.)

j. If a diffraction pattern was recorded on film, record the micrograph number on the count sheet.

k. If an electron diffraction was attempted but no pattern was observed, record N on the count sheet.

l. If an EDXA spectrum was attempted but not observed, record N on the count sheet.

m. If an X-ray analysis spectrum is stored, record the file and disk number on the count sheet.

10. Classification Rules.

a. *Fiber.* A structure having a minimum length greater than or equal to 0.5 µm and an aspect ratio (length to width) of 5:1 or greater and substantially parallel sides. Note the appearance of the end of the fiber, i.e., whether it is flat, rounded or dovetailed.

b. *Bundle.* A structure composed of three or more fibers in a parallel arrangement with each fiber closer than one fiber diameter.

c. *Cluster.* A structure with fibers in a random arrangement such that all fibers are intermixed and no single fiber is isolated from the group. Groupings must have more than two intersections.

d. *Matrix.* Fiber or fibers with one end free and the other end embedded in or hidden by a particulate. The exposed fiber must meet the fiber definition.

11. After finishing with a grid, remove it from the microscope, and replace it in the appropriate grid holder. Sample grids must be stored for a minimum of 1 year from the date of the analysis; the sample cassette must be retained for a minimum of 30 days by the laboratory or returned at the client's request.

G. Sample Analytical Sequence

1. Under the present sampling requirements a minimum of 13 samples is to be collected for the clearance testing of an abatement site. These include five abatement area samples, five ambient samples, two field blanks, and one sealed blank.

2. Carry out visual inspection of work site prior to air monitoring.

3. Collect a minimum of 5 air samples inside the work site and 5 samples outside the work site. The indoor and outdoor samples shall be taken during the same time period.

4. Remaining steps in the analytical sequence are contained in Unit IV of this Appendix.

H. Reporting

1. The following information must be reported to the client for each sample analyzed:

a. Concentration in structures per square millimeter and structures per cubic centimeter.

b. Analytical sensitivity used for the analysis.

c. Number of asbestos structures.

d. Area analyzed.

e. Volume of air sampled (which must be initially supplied to lab by client).

f. Copy of the count sheet must be included with the report.

g. Signature of laboratory official to indicate that the laboratory met specifications of the method.

h. Report form must contain official laboratory identification (e.g., letterhead).

i. Type of asbestos.

I. Quality Control/Quality Assurance Procedures (Data Quality Indicators)

Monitoring the environment for airborne asbestos requires the use of sensitive sampling and analysis procedures. Because the test is sensitive, it may be influenced by a variety of factors. These include the supplies used in the sampling operation, the performance of the sampling, the preparation of the grid from the filter and the actual examination of this grid in the microscope. Each of these unit operations must produce a product of defined quality if the analytical result is to be a reliable and meaningful test result. Accordingly, a series of control checks and reference standards are to be performed along with the sample analysis as indicators that the materials used are adequate and the

operations are within acceptable limits. In this way, the quality of the data is defined and the results are of known value. These checks and tests also provide timely and specific warning of any problems which might develop within the sampling and analysis operations. A description of these quality control/quality assurance procedures is summarized in the following Table III:

TABLE III--SUMMARY OF LABORATORY DATA QUALITY OBJECTIVES

Unit Operation	QC Check	Frequency	Conformance Expectation
Sample receiving	Review of receiving report	Each sample	95% complete
Sample custody	Review of chain-of-custody record	Each sample	95% complete
Sample preparation	Supplies and reagents	On receipt	Meet specs. or reject
	Grid opening size	20 openings/20 grids/lot of 1000 or 1 opening/sample	100%
	Special clean area monitoring	After cleaning or service	Meet specs or reclean
	Laboratory blank	1 per prep series or 10%	Meet specs. or reanalyze series
	Plasma etch blank	1 per 20 samples	75%
	Multiple preps (3 per sample)	Each sample	One with cover of 15 complete grid sqs.
Sample analysis	System check	Each day	Each day
	Alignment check	Each day	Each day
	Magnification calibration with low and high standards	Each month or after service	95%
	ED calibration by gold standard	Weekly	95%
	EDS calibration by copper line	Daily	95%
Performance check	Laboratory blank (measure of cleanliness)	Prep 1 per series or 10% read 1 per 25 samples	Meet specs or reanalyze series
	Replicate counting (measure of precision)	1 per 100 samples	1.5 x Poisson Std. Dev.
	Duplicate analysis (measure of reproducibility)	1 per 100 samples	2 x Poisson Std. Dev.
	Known samples of typical materials (working standards)	Training and for comparison with unknowns	100%
	Analysis of NBS SRM 1876 and/or RM 8410 (measure of accuracy and comparability)	1 per analyst per year	1.5 x Poisson Std. Dev.
	Data entry review (data validation and measure of completeness)	Each sample	95%
	Record and verify ID electron diffraction pattern of structure	1 per 5 samples	80% accuracy
Calculations and data reduction	Hand calculation of automated data reduction procedure or independent recalculation of hand-calculated data	1 per 100 samples	85%

1. When the samples arrive at the laboratory, check the samples and documentation for completeness and requirements before initiating the analysis.

2. Check all laboratory reagents and supplies for acceptable asbestos background levels.

3. Conduct all sample preparation in a clean room environment monitored by laboratory blanks. Testing with blanks must also be done after cleaning or servicing the room.

4. Prepare multiple grids of each sample.

5. Provide laboratory blanks with each sample batch. Maintain a cumulative average of these results. If there are more than 53 fibers/mm² per 10 200-mesh grid openings, the system must be checked for possible sources of contamination.

6. Perform a system check on the transmission electron microscope daily.

7. Make periodic performance checks of magnification, electron diffraction and energy dispersive X-ray systems as set forth in Table III under Unit II.I.

8. Ensure qualified operator performance by evaluation of replicate analysis and standard sample comparisons as set forth in Table III under Unit II.I.

9. Validate all data entries.

10. Recalculate a percentage of all computations and automatic data reduction steps as specified in Table III under Unit II.I.

11. Record an electron diffraction pattern of one asbestos structure from every five samples that contain asbestos. Verify the identification of the pattern by measurement or comparison of the pattern with patterns collected from standards under the same conditions. The records must also demonstrate that the identification of the pattern has been verified by a qualified individual and that the operator who made the identification is maintaining at least an 80 percent correct visual identification based on his measured patterns.

12. Appropriate logs or records must be maintained by the analytical laboratory verifying that it is in compliance with the mandatory quality assurance procedures.

J. References

For additional background information on this method, the following references should be consulted.

1. ''Guidance for Controlling Asbestos-Containing Materials in Buildings,'' EPA 560/5–85–024, June 1985.

2. ''Measuring Airborne Asbestos Following an Abatement Action,'' USEPA, Office of Pollution Prevention and Toxics, EPA 600/4–85–049, 1985.

3. Small, John and E. Steel. Asbestos Standards: Materials and Analytical Methods. N.B.S. Special Publication 619, 1982.

4. Campbell, W.J., R.L. Blake, L.L. Brown, E.E. Cather, and J.J. Sjoberg. Selected Silicate Minerals and Their Asbestiform Varieties. Information Circular 8751, U.S. Bureau of Mines, 1977.

5. Quality Assurance Handbook for Air Pollution Measurement System. Ambient Air Methods, EPA 600/4–77–027a, USEPA, Office of Research and Development, 1977.

6. Method 2A: Direct Measurement of Gas Volume through Pipes and Small Ducts. 40 CFR Part 60 Appendix A.

7. Burdette, G.J., Health & Safety Exec. Research & Lab. Services Div., London, ''Proposed Analytical Method for Determination of Asbestos in Air.''

8. Chatfield, E.J., Chatfield Tech. Cons., Ltd., Clark, T., PEI Assoc., ''Standard Operating Procedure for Determination of Airborne Asbestos Fibers by Transmission Electron Microscopy Using Polycarbonate Membrane Filters,'' WERL SOP 87–1, March 5, 1987.

9. NIOSH Method 7402 for Asbestos Fibers, 12–11–86 Draft.

10. Yamate, G., Agarwall, S.C., Gibbons, R.D., IIT Research Institute, ''Methodology for the Measurement of Airborne Asbestos by Electron Microscopy,'' Draft report, USEPA Contract 68–02–3266, July 1984.

11. ''Guidance to the Preparation of Quality Assurance Project Plans,'' USEPA, Office of Pollution Prevention and Toxics, 1984.

III. Nonmandatory Transmission Electron Microscopy Method

A. Definitions of Terms

1. *Analytical sensitivity*—Airborne asbestos concentration represented by each fiber counted under the electron microscope. It is determined by the air volume collected and the proportion of the filter examined. This method requires that the analytical sensitivity be no greater than 0.005 s/cm³.

2. *Asbestiform*—A specific type of mineral fibrosity in which the fibers and fibrils possess high tensile strength and flexibility.

3. *Aspect ratio*—A ratio of the length to the width of a particle. Minimum aspect ratio as defined by this method is equal to or greater than 5:1.

4. *Bundle*—A structure composed of three or more fibers in a parallel arrangement with each fiber closer than one fiber diameter.

5. *Clean area*—A controlled environment which is maintained and monitored to assure a low probability of asbestos contamination to materials in that space. Clean areas used in this method have HEPA filtered air under positive pressure and are capable of sustained operation with an open laboratory blank which on subsequent analysis has an average of less than 18 structures/mm² in an area of 0.057 mm² (nominally 10 200 mesh grid openings) and a maximum of 53 structures/mm² for no more than one single preparation for that same area.

6. *Cluster*—A structure with fibers in a random arrangement such that all fibers are intermixed and no single fiber is isolated from the group. Groupings must have more than two intersections.

7. *ED*—Electron diffraction.

8. *EDXA*—Energy dispersive X-ray analysis.

9. *Fiber*—A structure greater than or equal to 0.5 μm in length with an aspect ratio (length to width) of 5:1 or greater and having substantially parallel sides.

10. *Grid*—An open structure for mounting on the sample to aid in its examination in the TEM. The term is used here to denote a 200-mesh copper lattice approximately 3 mm in diameter.

11. *Intersection*—Nonparallel touching or crossing of fibers, with the projection having an aspect ratio of 5:1 or greater.

12. *Laboratory sample coordinator*—That person responsible for the conduct of sample handling and the certification of the testing procedures.

13. *Filter background level*—The concentration of structures per square millimeter of filter that is considered indistinguishable from the concentration measured on blanks (filters through which no air has been drawn). For this method the filter background level is defined as 70 structures/mm^2.

14. *Matrix*—Fiber or fibers with one end free and the other end embedded in or hidden by a particulate. The exposed fiber must meet the fiber definition.

15. *NSD*—No structure detected.

16. *Operator*—A person responsible for the TEM instrumental analysis of the sample.

17. *PCM*—Phase contrast microscopy.

18. *SAED*—Selected area electron diffraction.

19. *SEM*—Scanning electron microscope.

20. *STEM*—Scanning transmission electron microscope.

21. *Structure*—a microscopic bundle, cluster, fiber, or matrix which may contain asbestos.

22. *S/cm^3*—Structures per cubic centimeter.

23. *S/mm^2*—Structures per square millimeter.

24. *TEM*—Transmission electron microscope.

B. Sampling

1. Sampling operations must be performed by qualified individuals completely independent of the abatement contractor to avoid possible conflict of interest (See References 1, 2, and 5 of Unit III.L.) Special precautions should be taken to avoid contamination of the sample. For example, materials that have not been prescreened for their asbestos background content should not be used; also, sample handling procedures which do not take cross contamination possibilities into account should not be used.

2. Material and supply checks for asbestos contamination should be made on all critical supplies, reagents, and procedures before their use in a monitoring study.

3. Quality control and quality assurance steps are needed to identify problem areas and isolate the cause of the contamination (see Reference 5 of Unit III.L.). Control checks shall be permanently recorded to document the quality of the information produced. The sampling firm must have written quality control procedures and documents which verify compliance. Independent audits by a qualified consultant or firm should be performed once a year. All documentation of compliance should be retained indefinitely to provide a guarantee of quality. A summary of Sample Data Quality Objectives is shown in Table II of Unit II.B.

4. Sampling materials.

a. Sample for airborne asbestos following an abatement action using commercially available cassettes.

b. Use either a cowling or a filter-retaining middle piece. Conductive material may reduce the potential for particulates to adhere to the walls of the cowl.

c. Cassettes must be verified as ''clean'' prior to use in the field. If packaged filters are used for loading or preloaded cassettes are purchased from the manufacturer or a distributor, the manufacturer's name and lot number should be entered on all field data sheets provided to the laboratory, and are required to be listed on all reports from the laboratory.

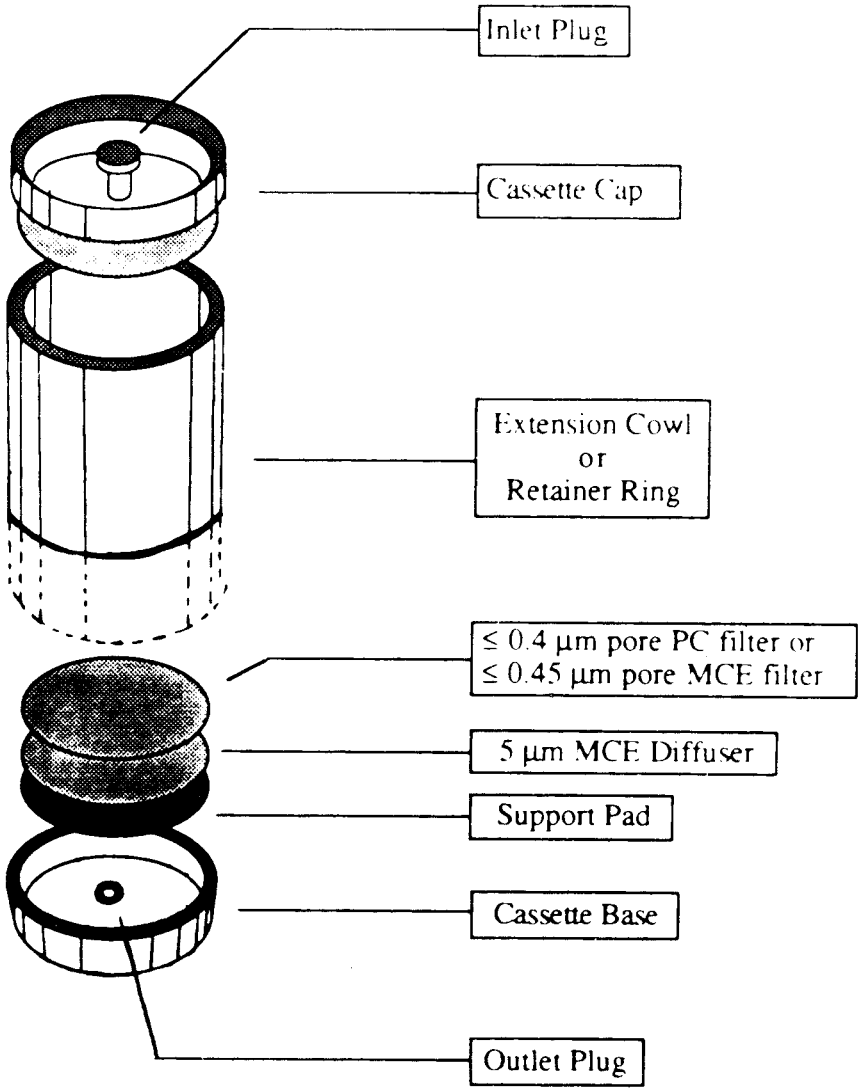
d. Assemble the cassettes in a clean facility (See definition of clean area under Unit III.A.).

e. Reloading of used cassettes is not permitted.

f. Use sample collection filters which are either polycarbonate having a pore size of less than or equal to 0.4 µm or mixed cellulose ester having a pore size of less than or equal to 0.45 µm.

g. Place these filters in series with a backup filter with a pore size of 5.0 µm (to serve as a diffuser) and a support pad. See the following Figure 1:

FIGURE I--SAMPLING CASSETTE CONFIGURATION



h. When polycarbonate filters are used, position the highly reflective face such that the incoming particulate is received on this surface.

i. Seal the cassettes to prevent leakage around the filter edges or between cassette part joints. A mechanical press may be useful to achieve a reproducible leak-free seal.

Shrink fit gel-bands may be used for this purpose and are available from filter manufacturers and their authorized distributors.

j. Use wrinkle-free loaded cassettes in the sampling operation.

5. Pump setup.

a. Calibrate the sampling pump over the range of flow rates and loads anticipated for the monitoring period with this flow measuring device in series. Perform this calibration using guidance from EPA Method 2A each time the unit is sent to the field (See Reference 6 of Unit III.L.).

b. Configure the sampling system to preclude pump vibrations from being transmitted to the cassette by using a sampling stand separate from the pump station and making connections with flexible tubing.

c. Maintain continuous smooth flow conditions by damping out any pump action fluctuations if necessary.

d. Check the sampling system for leaks with the end cap still in place and the pump operating before initiating sample collection. Trace and stop the source of any flow indicated by the flowmeter under these conditions.

e. Select an appropriate flow rate equal to or greater than 1 L/min or less than 10 L/min for 25 mm cassettes. Larger filters may be operated at proportionally higher flow rates.

f. Orient the cassette downward at approximately 45 degrees from the horizontal.

g. Maintain a log of all pertinent sampling information, such as pump identification number, calibration data, sample location, date, sample identification number, flow rates at the beginning, middle, and end, start and stop times, and other useful information or comments. Use of a sampling log form is recommended. See the following Figure 2:

FIGURE 2--SAMPLING LOG FORM

Sample Number	Location of Sample	Pump I.D.	Start Time	Middle Time	End Time	Flow Rate

Inspector: _____ Date: _____

h. Initiate a chain of custody procedure at the start of each sampling, if this is requested by the client.

i. Maintain a close check of all aspects of the sampling operation on a regular basis.

j. Continue sampling until at least the minimum volume is collected, as specified in the following Table I:

TABLE 1--NUMBER OF 200 MESH EM GRID OPENINGS (0.0057 MM^2) THAT NEED TO BE ANALYZED TO MAINTAIN SENSITIVITY OF 0.005 STRUCTURES/CC BASED ON VOLUME AND EFFECTIVE FILTER AREA

	Effective Filter Area 385 sq mm		Effective Filter Area 855 sq mm	
	Volume (liters)	# of grid openings	Volume (liters)	# of grid openings
	560	*24*	*1,250*	*24*
	600	23	1,300	23
	700	19	1,400	21
	800	17	1,600	19
	900	15	1,800	17
	1,000	14	2,000	15
	1,100	12	2,200	14
	1,200	**11**	2,400	13
	1,300	**10**	2,600	12
Recommended	**1,400**	**10**	**2,800**	**11**
Volume	**1,500**	**9**	**3,000**	**10**
Range	**1,600**	**8**	**3,200**	**9**
	1,700	**8**	**3,400**	**9**
	1,800	**8**	**3,600**	**8**
	1,900	7	**3,800**	**8**
	2,000	7	**4,000**	**8**
	2,100	6	4,200	7
	2,200	6	4,400	7
	2,300	6	4,600	7
	2,400	6	4,800	6
	2,500	5	5,000	6
	2,600	5	5,200	6
	2,700	5	5,400	6
	2,800	5	5,600	5
	2,900	5	5,800	5
	3,000	5	6,000	5
	3,100	4	6,200	5
	3,200	4	6,400	5
	3,300	4	6,600	5
	3,400	4	6,800	4
	3,500	4	7,000	4
	3,600	4	7,200	4
	3,700	4	7,400	4
	3,800	4	7,600	4

Recommended Volume Range

Note minimum volumes required:
25 mm : 560 liters
37 mm : 1250 liters

Filter diameter of 25 mm = effective area of 385 sq mm
Filter diameter of 37 mm = effective area of 855 sq mm

k. At the conclusion of sampling, turn the cassette upward before stopping the flow to minimize possible particle loss. If the sampling is resumed, restart the flow before reorienting the cassette downward. Note the condition of the filter at the conclusion of sampling.

l. Double check to see that all information has been recorded on the data collection forms and that the cassette is securely closed and appropriately identified using a waterproof label. Protect cassettes in individual clean resealed polyethylene bags. Bags are to be used for storing cassette caps when they are removed for sampling purposes. Caps and plugs should only be removed or replaced using clean hands or clean disposable plastic gloves.

m. Do not change containers if portions of these filters are taken for other purposes.

6. Minimum sample number per site. A minimum of 13 samples are to be collected for each testing consisting of the following:

a. A minimum of five samples per abatement area.

b. A minimum of five samples per ambient area positioned at locations representative of the air entering the abatement site.

c. Two field blanks are to be taken by removing the cap for not more than 30 sec and replacing it at the time of sampling before sampling is initiated at the following places:

i. Near the entrance to each ambient area.

ii. At one of the ambient sites.

(NOTE: Do not leave the blank open during the sampling period.)

d. A sealed blank is to be carried with each sample set. This representative cassette is not to be opened in the field.

7. Abatement area sampling.

a. Conduct final clearance sampling only after the primary containment barriers have been removed; the abatement area has been thoroughly dried; and, it has passed visual inspection tests by qualified personnel. (See Reference 1 of Unit III.L.)

b. Containment barriers over windows, doors, and air passageways must remain in place until the TEM clearance sampling and analysis is completed and results meet clearance test criteria. The final plastic barrier remains in place for the sampling period.

c. Select sampling sites in the abatement area on a random basis to provide unbiased and representative samples.

d. After the area has passed a thorough visual inspection, use aggressive sampling conditions to dislodge any remaining dust.

i. Equipment used in aggressive sampling such as a leaf blower and/or fan should be properly cleaned and decontaminated before use.

ii. Air filtration units shall remain on during the air monitoring period.

iii. Prior to air monitoring, floors, ceiling and walls shall be swept with the exhaust of a minimum one (1) horsepower leaf blower.

iv. Stationary fans are placed in locations which will not interfere with air monitoring equipment. Fan air is directed toward the ceiling. One fan shall be used for each 10,000 ft^3 of worksite.

v. Monitoring of an abatement work area with high-volume pumps and the use of circulating fans will require electrical power. Electrical outlets in the abatement area may be used if available. If no such outlets are available, the equipment must be supplied with electricity by the use of extension cords and strip plug units. All electrical power supply equipment of this type must be approved Underwriter Laboratory equipment that has not been modified. All wiring must be grounded. Ground fault interrupters should be used. Extreme care must be taken to clean up any residual water and ensure that electrical equipment does not become wet while operational.

vi. Low volume pumps may be carefully wrapped in 6-mil polyethylene to insulate the pump from the air. High volume pumps cannot be sealed in this manner since the heat of the motor may melt the plastic. The pump exhausts should be kept free.

vii. If recleaning is necessary, removal of this equipment from the work area must be handled with care. It is not possible to completely decontaminate the pump motor and parts since these areas cannot be wetted. To minimize any problems in this area, all equipment such as fans and pumps should be carefully wet wiped prior to removal from the abatement area. Wrapping and sealing low volume pumps in 6-mil polyethylene will provide easier decontamination of this equipment. Use of clean water and disposable wipes should be available for this purpose.

e. Pump flow rate equal to or greater than 1 L/min or less than 10 L/min may be used for 25 mm cassettes. The larger cassette diameters may have comparably increased flow.

f. Sample a volume of air sufficient to ensure the minimum quantitation limits. (See Table I of Unit III.B.5.j.)

8. Ambient sampling.

a. Position ambient samplers at locations representative of the air entering the abatement site. If makeup air entering the abatement site is drawn from another area of the building which is outside of the abatement area, place the pumps in the building, pumps should be placed out of doors located near the building and away from any obstructions that may influence wind patterns. If construction is in progress immediately outside the enclosure, it may be necessary to select another ambient site. Samples should be representative of any air entering the work site.

b. Locate the ambient samplers at least 3 ft apart and protect them from adverse weather conditions.

c. Sample same volume of air as samples taken inside the abatement site.

C. Sample Shipment

1. Ship bulk samples in a separate container from air samples. Bulk samples and air samples delivered to the analytical laboratory in the same container shall be rejected.

2. Select a rigid shipping container and pack the cassettes upright in a noncontaminating nonfibrous medium such as a bubble pack. The use of resealable polyethylene bags may help to prevent jostling of individual cassettes.

3. Avoid using expanded polystyrene because of its static charge potential. Also avoid using particle-based packaging materials because of possible contamination.

4. Include a shipping bill and a detailed listing of samples shipped, their descriptions

and all identifying numbers or marks, sampling data, shipper's name, and contact information. For each sample set, designate which are the ambient samples, which are the abatement area samples, which are the field blanks, and which is the sealed blank if sequential analysis is to be performed.

5. Hand-carry samples to the laboratory in an upright position if possible; otherwise choose that mode of transportation least likely to jar the samples in transit.

6. Address the package to the laboratory sample coordinator by name when known and alert him or her of the package description, shipment mode, and anticipated arrival as part of the chain of custody and sample tracking procedures. This will also help the laboratory schedule timely analysis for the samples when they are received.

D. Quality Control/Quality Assurance Procedures (Data Quality Indicators)

Monitoring the environment for airborne asbestos requires the use of sensitive sampling and analysis procedures. Because the test is sensitive, it may be influenced by a variety of factors. These include the supplies used in the sampling operation, the performance of the sampling, the preparation of the grid from the filter and the actual examination of this grid in the microscope. Each of these unit operations must produce a product of defined quality if the analytical result is to be a reliable and meaningful test result. Accordingly, a series of control checks and reference standards is performed along with the sample analysis as indicators that the materials used are adequate and the operations are within acceptable limits. In this way, the quality of the data is defined, and the results are of known value. These checks and tests also provide timely and specific warning of any problems which might develop within the sampling and analysis operations. A description of these quality control/quality assurance procedures is summarized in the text below.

1. Prescreen the loaded cassette collection filters to assure that they do not contain concentrations of asbestos which may interfere with the analysis of the sample. A filter blank average of less than 18 s/mm^2 in an area of 0.057 mm^2 (nominally 10 200-mesh grid openings) and a maximum of 53 s/mm^2 for that same area for any single preparation is acceptable for this method.

2. Calibrate sampling pumps and their flow indicators over the range of their intended use with a recognized standard. Assemble the sampling system with a representative filter—not the filter which will be used in sampling—before and after the sampling operation.

3. Record all calibration information with the data to be used on a standard sampling form.

4. Ensure that the samples are stored in a secure and representative location.

5. Ensure that mechanical calibrations from the pump will be minimized to prevent transferral of vibration to the cassette.

6. Ensure that a continuous smooth flow of negative pressure is delivered by the pump by installing a damping chamber if necessary.

7. Open a loaded cassette momentarily at one of the indoor sampling sites when sampling is initiated. This sample will serve as an indoor field blank.

8. Open a loaded cassette momentarily at one of the outdoor sampling sites when sampling is initiated. This sample will serve as an outdoor field blank.

9. Carry a sealed blank into the field with each sample series. Do not open this cassette in the field.

10. Perform a leak check of the sampling system at each indoor and outdoor sampling site by activating the pump with the closed sampling cassette in line. Any flow indicates a leak which must be eliminated before initiating the sampling operation.

11. Ensure that the sampler is turned upright before interrupting the pump flow.

12. Check that all samples are clearly labeled and that all pertinent information has been enclosed before transfer of the samples to the laboratory.

E. Sample Receiving

1. Designate one individual as sample coordinator at the laboratory. While that individual will normally be available to receive samples, the coordinator may train and supervise others in receiving procedures for those times when he/she is not available.

2. Adhere to the following procedures to ensure both the continued chain-of-custody and the accountability of all samples passing through the laboratory:

a. Note the condition of the shipping package and data written on it upon receipt.

b. Retain all bills of lading or shipping slips to document the shipper and delivery time.

c. Examine the chain-of-custody seal, if any, and the package for its integrity.

d. If there has been a break in the seal or substantive damage to the package, the sample coordinator shall immediately notify the shipper and a responsible laboratory manager before any action is taken to unpack the shipment.

e. Packages with significant damage shall be accepted only by the responsible laboratory manager after discussions with the client.

3. Unwrap the shipment in a clean, uncluttered facility. The sample coordinator or his or her designee will record the contents, including a description of each item and all identifying numbers or marks. A

Sample Receiving Form to document this information is attached for use when necessary. (See the following Figure 3.)

FIGURE 3--SAMPLE RECEIVING FORM

Date of package delivery _____ Package shipped from _____

Carrier _____ Shipping bill retained _____

*Condition of package on receipt _____

*Condition of custody seal _____

Number of samples received _____ Shipping manifest attached _____

Purchase Order No. _____ Project I.D. _____

Comments _____

No.	Description	Sampling Medium PC	Sampling Medium MCE	Sampled Volume Liters	Receiving ID #	Assigned #
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

(Use as many additional sheets as needed.)

Comments _____

Date of acceptance into sample bank _____

Signature of chain-of-custody recipient _____

Disposition of samples _____

*Note: If the package has sustained substantial damage or the custody seal is broken, stop and contact the project manager and the shipper.

NOTE: The person breaking the chain-of-custody seal and itemizing the contents assumes responsibility for the shipment and signs documents accordingly.

4. Assign a laboratory number and schedule an analysis sequence.

5. Manage all chain-of-custody samples within the laboratory such that their integrity can be ensured and documented.

F. Sample Preparation

1. Personnel not affiliated with the Abatement Contractor shall be used to prepare samples and conduct TEM analysis. Wet-wipe the exterior of the cassettes to minimize contamination possibilities before taking them to the clean sample preparation facility.

2. Perform sample preparation in a well-equipped clean facility.

NOTE: The clean area is required to have the following minimum characteristics. The area or hood must be capable of maintaining a positive pressure with make-up air being HEPA filtered. The cumulative analytical blank concentration must average less than 18 s/mm^2 in an area of 0.057 s/mm^2 (nominally 10 200-mesh grid openings) with no more than one single preparation to exceed 53 s/mm^2 for that same area.

3. Preparation areas for air samples must be separated from preparation areas for bulk samples. Personnel must not prepare air samples if they have previously been preparing bulk samples without performing appropriate personal hygiene procedures, i.e., clothing change, showering, etc.

4. *Preparation.* Direct preparation techniques are required. The objective is to produce an intact carbon film containing the particulates from the filter surface which is sufficiently clear for TEM analysis. Currently recommended direct preparation procedures for polycarbonate (PC) and mixed cellulose ester (MCE) filters are described in Unit III.F.7. and 8. Sample preparation is a subject requiring additional research. Variation on those steps which do not substantively change the procedure, which improve filter clearing or which reduce contamination problems in a laboratory are permitted.

a. Use only TEM grids that have had grid opening areas measured according to directions in Unit III.J.

b. Remove the inlet and outlet plugs prior to opening the cassette to minimize any pressure differential that may be present.

c. Examples of techniques used to prepare polycarbonate filters are described in Unit III.F.7.

d. Examples of techniques used to prepare mixed cellulose ester filters are described in Unit III.F.8.

e. Prepare multiple grids for each sample.

f. Store the three grids to be measured in appropriately labeled grid holders or polyethylene capsules.

5. Equipment.

a. Clean area.

b. Tweezers. Fine-point tweezers for handling of filters and TEM grids.

c. Scalpel Holder and Curved No. 10 Surgical Blades.

d. Microscope slides.

e. Double-coated adhesive tape.

f. Gummed page reinforcements.

g. Micro-pipet with disposal tips 10 to 100 µL variable volume.

h. Vacuum coating unit with facilities for evaporation of carbon. Use of a liquid nitrogen cold trap above the diffusion pump will minimize the possibility of contamination of the filter surface by oil from the pumping system. The vacuum-coating unit can also be used for deposition of a thin film of gold.

i. *Carbon rod electrodes.* Spectrochemically pure carbon rods are required for use in the vacuum evaporator for carbon coating of filters.

j. *Carbon rod sharpener.* This is used to sharpen carbon rods to a neck. The use of necked carbon rods (or equivalent) allows the carbon to be applied to the filters with a minimum of heating.

k. *Low-temperature plasma asher.* This is used to etch the surface of collapsed mixed cellulose ester (MCE) filters. The asher should be supplied with oxygen, and should be modified as necessary to provide a throttle or bleed valve to control the speed of the vacuum to minimize disturbance of the filter. Some early models of ashers admit air too rapidly, which may disturb particulates on the surface of the filter during the etching step.

l. *Glass petri dishes, 10 cm in diameter, 1 cm high.* For prevention of excessive evaporation of solvent when these are in use, a good seal must be provided between the base and the lid. The seal can be improved by grinding the base and lid together with an abrasive grinding material.

m. Stainless steel mesh.

n. Lens tissue.

o. Copper 200-mesh TEM grids, 3 mm in diameter, or equivalent.

p. Gold 200-mesh TEM grids, 3 mm in diameter, or equivalent.

q. Condensation washer.

r. Carbon-coated, 200-mesh TEM grids, or equivalent.

s. Analytical balance, 0.1 mg sensitivity.

t. Filter paper, 9 cm in diameter.

u. Oven or slide warmer. Must be capable of maintaining a temperature of 65–70 °C.

v. Polyurethane foam, 6 mm thickness.

w. Gold wire for evaporation.

6. Reagents.

a. *General.* A supply of ultra-clean, fiber-free water must be available for washing of all components used in the analysis. Water

that has been distilled in glass or filtered or deionized water is satisfactory for this purpose. Reagents must be fiber-free.

b. Polycarbonate preparation method—chloroform.

c. Mixed Cellulose Ester (MCE) preparation method—acetone or the Burdette procedure (Ref. 7 of Unit III.L.).

7. TEM specimen preparation from polycarbonate filters.

a. *Specimen preparation laboratory*. It is most important to ensure that contamination of TEM specimens by extraneous asbestos fibers is minimized during preparation.

b. Cleaning of sample cassettes. Upon receipt at the analytical laboratory and before they are taken into the clean facility or laminar flow hood, the sample cassettes must be cleaned of any contamination adhering to the outside surfaces.

c. Preparation of the carbon evaporator. If the polycarbonate filter has already been carbon-coated prior to receipt, the carbon coating step will be omitted, unless the analyst believes the carbon film is too thin. If there is a need to apply more carbon, the filter will be treated in the same way as an uncoated filter. Carbon coating must be performed with a high-vacuum coating unit. Units that are based on evaporation of carbon filaments in a vacuum generated only by an oil rotary pump have not been evaluated for this application, and must not be used. The carbon rods should be sharpened by a carbon rod sharpener to necks of about 4 mm long and 1 mm in diameter. The rods are installed in the evaporator in such a manner that the points are approximately 10 to 12 cm from the surface of a microscope slide held in the rotating and tilting device.

d. Selection of filter area for carbon coating. Before preparation of the filters, a 75 mm×50 mm microscope slide is washed and dried. This slide is used to support strips of filter during the carbon evaporation. Two parallel strips of double-sided adhesive tape are applied along the length of the slide. Polycarbonate filters are easily stretched during handling, and cutting of areas for further preparation must be performed with great care. The filter and the MCE backing filter are removed together from the cassette and placed on a cleaned glass microscope slide. The filter can be cut with a curved scalpel blade by rocking the blade from the point placed in contact with the filter. The process can be repeated to cut a strip approximately 3 mm wide across the diameter of the filter. The strip of polycarbonate filter is separated from the corresponding strip of backing filter and carefully placed so that it bridges the gap between the adhesive tape strips on the microscope slide. The filter strip can be held with fine-point tweezers and supported underneath by the scalpel blade during placement on the microscope slide. The analyst can place several such strips on the same microscope slide, taking care to rinse and wet-wipe the scalpel blade and tweezers before handling a new sample. The filter strips should be identified by etching the glass slide or marking the slide using a marker insoluble in water and solvents. After the filter strip has been cut from each filter, the residual parts of the filter must be returned to the cassette and held in position by reassembly of the cassette. The cassette will then be archived for a period of 30 days or returned to the client upon request.

e. Carbon coating of filter strips. The glass slide holding the filter strips is placed on the rotation-tilting device, and the evaporator chamber is evacuated. The evaporation must be performed in very short bursts, separated by some seconds to allow the electrodes to cool. If evaporation is too rapid, the strips of polycarbonate filter will begin to curl, which will lead to cross-linking of the surface material and make it relatively insoluble in chloroform. An experienced analyst can judge the thickness of carbon film to be applied, and some test should be made first on unused filters. If the film is too thin, large particles will be lost from the TEM specimen, and there will be few complete and undamaged grid openings on the specimen. If the coating is too thick, the filter will tend to curl when exposed to chloroform vapor and the carbon film may not adhere to the support mesh. Too thick a carbon film will also lead to a TEM image that is lacking in contrast, and the ability to obtain ED patterns will be compromised. The carbon film should be as thin as possible and remain intact on most of the grid openings of the TEM specimen intact.

f. Preparation of the Jaffe washer. The precise design of the Jaffe washer is not considered important, so any one of the published designs may be used. A washer consisting of a simple stainless steel bridge is recommended. Several pieces of lens tissue approximately 1.0 cm×0.5 cm are placed on the stainless steel bridge, and the washer is filled with chloroform to a level where the meniscus contacts the underside of the mesh, which results in saturation of the lens tissue. See References 8 and 10 of Unit III.L.

g. Placing of specimens into the Jaffe washer. The TEM grids are first placed on a piece of lens tissue so that individual grids can be picked up with tweezers. Using a curved scalpel blade, the analyst excises three 3 mm square pieces of the carbon-coated polycarbonate filter from the filter strip. The three squares are selected from the center of the strip and from two points between the outer periphery of the active surface and the center. The piece of filter is placed on a TEM specimen grid with the shiny side of the TEM grid facing upwards, and the whole assembly is placed boldly onto the saturated lens tissue in the Jaffe washer. If carbon-coated grids are used, the filter should be

placed carbon-coated side down. The three excised squares of filters are placed on the same piece of lens tissue. Any number of separate pieces of lens tissue may be placed in the same Jaffe washer. The lid is then placed on the Jaffe washer, and the system is allowed to stand for several hours, preferably overnight.

h. *Condensation washing.* It has been found that many polycarbonate filters will not dissolve completely in the Jaffe washer, even after being exposed to chloroform for as long as 3 days. This problem becomes more serious if the surface of the filter was overheated during the carbon evaporation. The presence of undissolved filter medium on the TEM preparation leads to partial or complete obscuration of areas of the sample, and fibers that may be present in these areas of the specimen will be overlooked; this will lead to a low result. Undissolved filter medium also compromises the ability to obtain ED patterns. Before they are counted, TEM grids must be examined critically to determine whether they are adequately cleared of residual filter medium. It has been found that condensation washing of the grids after the initial Jaffe washer treatment, with chloroform as the solvent, clears all residual filter medium in a period of approximately 1 hour. In practice, the piece of lens tissue supporting the specimen grids is transferred to the cold finger of the condensation washer, and the washer is operated for about 1 hour. If the specimens are cleared satisfactorily by the Jaffe washer alone, the condensation washer step may be unnecessary.

8. TEM specimen preparation from MCE filters.

a. This method of preparing TEM specimens from MCE filters is similar to that specified in NIOSH Method 7402. See References 7, 8, and 9 of Unit III.L.

b. Upon receipt at the analytical laboratory, the sample cassettes must be cleaned of any contamination adhering to the outside surfaces before entering the clean sample preparation area.

c. Remove a section from any quadrant of the sample and blank filters.

d. Place the section on a clean microscope slide. Affix the filter section to the slide with a gummed paged reinforcement or other suitable means. Label the slide with a water and solvent-proof marking pen.

e. Place the slide in a petri dish which contains several paper filters soaked with 2 to 3 mL acetone. Cover the dish. Wait 2 to 4 minutes for the sample filter to fuse and clear.

f. Plasma etching of the collapsed filter is required.

i. The microscope slide to which the collapsed filter pieces are attached is placed in a plasma asher. Because plasma ashers vary greatly in their performance, both from unit to unit and between different positions in the asher chamber, it is difficult to specify the conditions that should be used. This is one area of the method that requires further evaluation. Insufficient etching will result in a failure to expose embedded filters, and too much etching may result in loss of particulate from the surface. As an interim measure, it is recommended that the time for ashing of a known weight of a collapsed filter be established and that the etching rate be calculated in terms of micrometers per second. The actual etching time used for a particular asher and operating conditions will then be set such that a 1–2 μm (10 percent) layer of collapsed surface will be removed.

ii. Place the slide containing the collapsed filters into a low-temperature plasma asher, and etch the filter.

g. Transfer the slide to a rotating stage inside the bell jar of a vacuum evaporator. Evaporate a 1 mm×5 mm section of graphite rod onto the cleared filter. Remove the slide to a clean, dry, covered petri dish.

h. Prepare a second petri dish as a Jaffe washer with the wicking substrate prepared from filter or lens paper placed on top of a 6 mm thick disk of clean spongy polyurethane foam. Cut a V-notch on the edge of the foam and filter paper. Use the V-notch as a reservoir for adding solvent. The wicking substrate should be thin enough to fit into the petri dish without touching the lid.

i. Place carbon-coated TEM grids face up on the filter or lens paper. Label the grids by marking with a pencil on the filter paper or by putting registration marks on the petri dish lid and marking with a waterproof marker on the dish lid. In a fume hood, fill the dish with acetone until the wicking substrate is saturated. The level of acetone should be just high enough to saturate the filter paper without creating puddles.

j. Remove about a quarter section of the carbon-coated filter samples from the glass slides using a surgical knife and tweezers. Carefully place the section of the filter, carbon side down, on the appropriately labeled grid in the acetone-saturated petri dish. When all filter sections have been transferred, slowly add more solvent to the wedge-shaped trough to bring the acetone level up to the highest possible level without disturbing the sample preparations. Cover the petri dish. Elevate one side of the petri dish by placing a slide under it. This allows drops of condensed solvent vapors to form near the edge rather than in the center where they would drip onto the grid preparation.

G. TEM Method

1. *Instrumentation.*

a. Use an 80–120 kV TEM capable of performing electron diffraction with a fluorescent screen inscribed with calibrated gradations. If the TEM is equipped with EDXA it must either have a STEM attachment or be capable of producing a spot less than 250 nm

in diameter at crossover. The microscope shall be calibrated routinely (see Unit III.J.) for magnification and camera constant.

b. While not required on every microscope in the laboratory, the laboratory must have either one microscope equipped with energy dispersive X-ray analysis or access to an equivalent system on a TEM in another laboratory. This must be an Energy Dispersive X-ray Detector mounted on TEM column and associated hardware/software to collect, save, and read out spectral information. Calibration of Multi-Channel Analyzer shall be checked regularly for A1 at 1.48 KeV and Cu at 8.04 KeV, as well as the manufacturer's procedures.

i. Standard replica grating may be used to determine magnification (e.g., 2160 lines/mm).

ii. Gold standard may be used to determine camera constant.

c. Use a specimen holder with single tilt and/or double tilt capabilities.

2. Procedure.

a. Start a new Count Sheet for each sample to be analyzed. Record on count sheet: analyst's initials and date; lab sample number; client sample number microscope identification; magnification for analysis; number of predetermined grid openings to be analyzed; and grid identification. See the following Figure 4:

FIGURE 4--COUNT SHEET

Lab Sample No. _____ Filter Type _____ Operator _____
Client Sample No. _____ Filter Area _____ Date _____
Instrument I.D. _____ Grid I.D. _____ Comments _____
Magnification _____ Grid Opening (GO) Area _____ _____
Acc. Voltage _____ No. GO to be Analyzed _____ _____

GO	Structure No.	Structure Type*	Length		ED Observation				EDAX
			< 5μm	≥ 5 μm	Chrys.	Amph.	Nonasb.	Neg. ID	

GO	Structure No.	Structure Type*	Length		ED Observation				EDAX
			< 5μm	≥ 5 μm	Chrys.	Amph.	Nonasb.	Neg. ID	

*B = Bundle
C = Cluster
F = Fiber
M = Matrix

NFD = No fibers detected
N = No diffraction obtained

b. Check that the microscope is properly aligned and calibrated according to the manufacturer's specifications and instructions.

c. Microscope settings: 80–120 kV, grid assessment 250–1000X, then 15,000–20,000X screen magnification for analysis.

d. Approximately one-half (0.5) of the predetermined sample area to be analyzed shall be performed on one sample grid preparation and the remaining half on a second sample grid preparation.

e. Determine the suitability of the grid.

i. Individual grid openings with greater than 5 percent openings (holes) or covered with greater than 25 percent particulate matter or obviously having nonuniform loading shall not be analyzed.

ii. Examine the grid at low magnification (<1000X) to determine its suitability for detailed study at higher magnifications.

iii. Reject the grid if:

(1) Less than 50 percent of the grid openings covered by the replica are intact.

(2) It is doubled or folded.

(3) It is too dark because of incomplete dissolution of the filter.

iv. If the grid is rejected, load the next sample grid.

v. If the grid is acceptable, continue on to Step 6 if mapping is to be used; otherwise proceed to Step 7.

f. Grid Map (Optional).

i. Set the TEM to the low magnification mode.

ii. Use flat edge or finder grids for mapping.

iii. Index the grid openings (fields) to be counted by marking the acceptable fields for one-half (0.5) of the area needed for analysis on each of the two grids to be analyzed. These may be marked just before examining each grid opening (field), if desired.

iv. Draw in any details which will allow the grid to be properly oriented if it is reloaded into the microscope and a particular field is to be reliably identified.

g. Scan the grid.

i. Select a field to start the examination.

ii. Choose the appropriate magnification (15,000 to 20,000X screen magnification).

iii. Scan the grid as follows.

(1) At the selected magnification, make a series of parallel traverses across the field. On reaching the end of one traverse, move the image one window and reverse the traverse.

NOTE: A slight overlap should be used so as not to miss any part of the grid opening (field).

(2) Make parallel traverses until the entire grid opening (field) has been scanned.

h. Identify each structure for appearance and size.

i. Appearance and size: Any continuous grouping of particles in which an asbestos fiber within aspect ratio greater than or equal to 5:1 and a length greater than or equal to 0.5 μm is detected shall be recorded on the count sheet. These will be designated asbestos structures and will be classified as fibers, bundles, clusters, or matrices. Record as individual fibers any contiguous grouping having 0, 1, or 2 definable intersections. Groupings having more than 2 intersections are to be described as cluster or matrix. See the following Figure 5:

FIGURE 5--COUNTING GUIDELINES USED IN DETERMINING ASBESTOS STRUCTURES

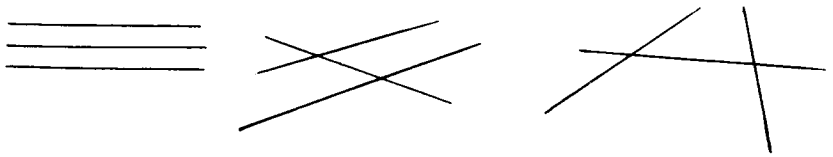
Count as 1 fiber; 1 Structure; no intersections.



Count as 2 fibers if space between fibers is greater than width of 1 fiber diameter or number of intersections is equal to or less than 1.

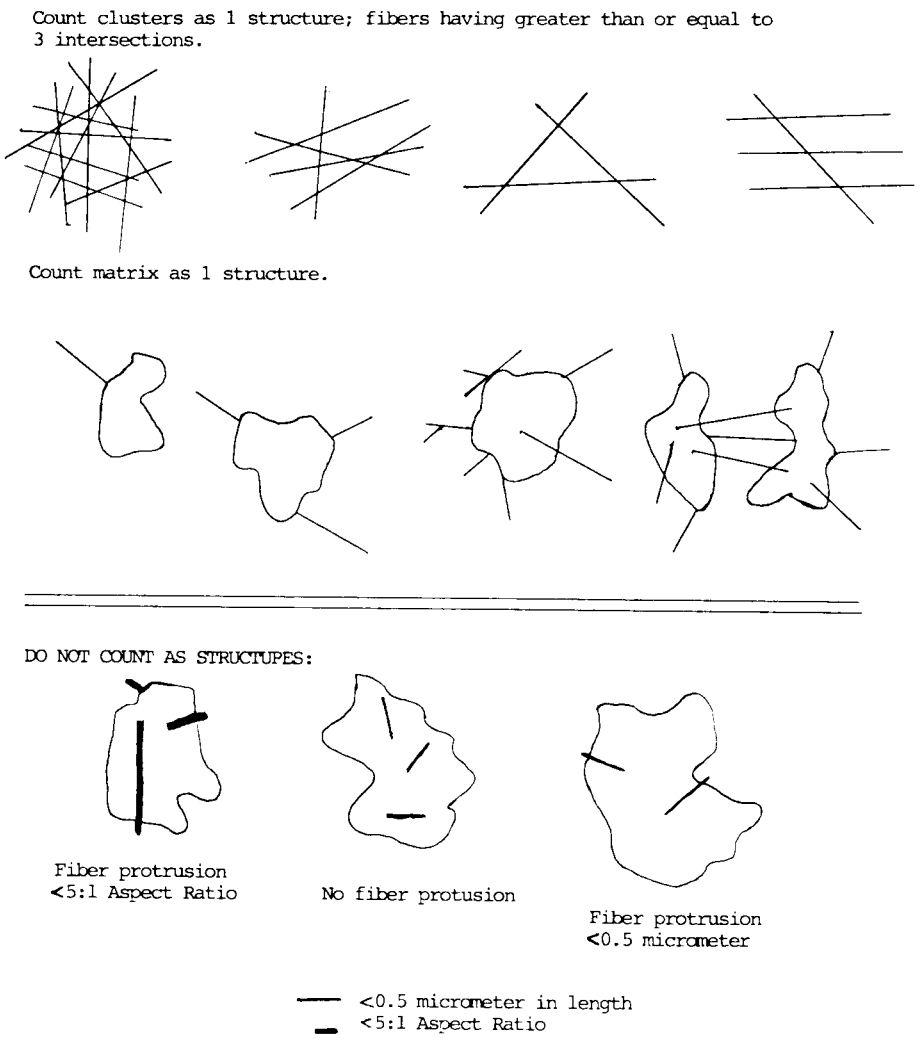


Count as 3 structures if space between fibers is greater than width of 1 fiber diameter or if the number of intersections is equal to or less than 2.



Count bundles as 1 structure; 3 or more parallel fibrils less than 1 fiber diameter separation.





An intersection is a non-parallel touching or crossing of fibers, with the projection having an aspect ratio of 5:1 or greater. Combinations such as a matrix and cluster, matrix and bundle, or bundle and cluster are categorized by the dominant fiber quality—cluster, bundle, and matrix, respectively. Separate categories will be maintained for fibers less than 5 μm and for fibers greater than or equal to 5 μm in length. Not required, but useful, may be to record the fiber length in 1 μm intervals. (Identify each structure morphologically and analyze it as it enters the ''window''.)

(1) *Fiber.* A structure having a minimum length greater than 0.5 μm and an aspect ratio (length to width) of 5:1 or greater and substantially parallel sides. Note the appearance of the end of the fiber, i.e., whether it is flat, rounded or dovetailed, no intersections.

(2) *Bundle.* A structure composed of 3 or more fibers in a parallel arrangement with each fiber closer than one fiber diameter.

(3) *Cluster.* A structure with fibers in a random arrangement such that all fibers are intermixed and no single fiber is isolated from the group; groupings must have more than 2 intersections.

(4) *Matrix.* Fiber or fibers with one end free and the other end embedded in or hidden by a particulate. The exposed fiber must meet the fiber definition.

(5) *NSD.* Record NSD when no structures are detected in the field.

(6) *Intersection.* Non-parallel touching or crossing of fibers, with the projection having an aspect ratio 5:1 or greater.

ii. Structure Measurement.

(1) Recognize the structure that is to be sized.

(2) Memorize its location in the ''window'' relative to the sides, inscribed square and to other particulates in the field so this exact location can be found again when scanning is resumed.

(3) Measure the structure using the scale on the screen.

(4) Record the length category and structure type classification on the count sheet after the field number and fiber number.

(5) Return the fiber to its original location in the window and scan the rest of the field for other fibers; if the direction of travel is not remembered, return to the right side of the field and begin the traverse again.

i. Visual identification of Electron Diffraction (ED) patterns is required for each asbestos structure counted which would cause the analysis to exceed the 70 s/mm^2 concentration. (Generally this means the first four fibers identified as asbestos must exhibit an identifiable diffraction pattern for chrysotile or amphibole.)

i. Center the structure, focus, and obtain an ED pattern. (See Microscope Instruction Manual for more detailed instructions.)

ii. From a visual examination of the ED pattern, obtained with a short camera length, classify the observed structure as belonging to one of the following classifications: chrysotile, amphibole, or nonasbestos.

(1) Chrysotile: The chrysotile asbestos pattern has characteristic streaks on the layer lines other than the central line and some streaking also on the central line. There will be spots of normal sharpness on the central layer line and on alternate lines (2nd, 4th, etc.). The repeat distance between layer lines is 0.53 nm and the center doublet is at 0.73 nm. The pattern should display (002), (110), (130) diffraction maxima; distances and geometry should match a chrysotile pattern and be measured semiquantitatively.

(2) Amphibole Group [includes grunerite (amosite), crocidolite, anthophyllite, tremolite, and actinolite]: Amphibole asbestos fiber patterns show layer lines formed by very closely spaced dots, and the repeat distance between layer lines is also about 0.53 nm. Streaking in layer lines is occasionally present due to crystal structure defects.

(3) Nonasbestos: Incomplete or unobtainable ED patterns, a nonasbestos EDXA, or a nonasbestos morphology.

iii. The micrograph number of the recorded diffraction patterns must be reported to the client and maintained in the laboratory's quality assurance records. The records must also demonstrate that the identification of the pattern has been verified by a qualified individual and that the operator who made the identification is maintaining at least an 80 percent correct visual identification based on his measured patterns. In the event that examination of the pattern by the qualified individual indicates that the pattern had been misidentified visually, the client shall be contacted. If the pattern is a suspected chrysotile, take a photograph of the diffraction pattern at 0 degrees tilt. If the structure is suspected to be amphibole, the sample may have to be tilted to obtain a simple geometric array of spots.

j. Energy Dispersive X-Ray Analysis (EDXA).

i. Required of all amphiboles which would cause the analysis results to exceed the 70 s/mm^2 concentration. (Generally speaking, the first 4 amphiboles would require EDXA.)

ii. Can be used alone to confirm chrysotile after the 70 s/mm^2 concentration has been exceeded.

iii. Can be used alone to confirm all nonasbestos.

iv. Compare spectrum profiles with profiles obtained from asbestos standards. The closest match identifies and categorizes the structure.

v. If the EDXA is used for confirmation, record the properly labeled spectrum on a computer disk, or if a hard copy, file with analysis data.

vi. If the number of fibers in the nonasbestos class would cause the analysis to exceed the 70 s/mm^2 concentration, their identities must be confirmed by EDXA or measurement of a zone axis diffraction pattern to establish that the particles are nonasbestos.

k. Stopping Rules.

i. If more than 50 asbestiform structures are counted in a particular grid opening, the analysis may be terminated.

ii. After having counted 50 asbestiform structures in a minimum of 4 grid openings, the analysis may be terminated. The grid opening in which the 50th fiber was counted must be completed.

iii. For blank samples, the analysis is always continued until 10 grid openings have been analyzed.

iv. In all other samples the analysis shall be continued until an analytical sensitivity of 0.005 s/cm^3 is reached.

l. Recording Rules. The count sheet should contain the following information:

i. Field (grid opening): List field number.

ii. Record ''NSD'' if no structures are detected.

iii. Structure information.

(1) If fibers, bundles, clusters, and/or matrices are found, list them in consecutive numerical order, starting over with each field.

(2) Length. Record length category of asbestos fibers examined. Indicate if less than 5 µm or greater than or equal to 5 µm.

(3) Structure Type. Positive identification of asbestos fibers is required by the method. At least one diffraction pattern of each fiber type from every five samples must be recorded and compared with a standard diffraction pattern. For each asbestos fiber reported, both a morphological descriptor and an identification descriptor shall be specified on the count sheet.

(4) Fibers classified as chrysotile must be identified by diffraction and/or X-ray analysis and recorded on the count sheet. X-ray analysis alone can be used as sole identification only after 70s/mm² have been exceeded for a particular sample.

(5) Fibers classified as amphiboles must be identified by X-ray analysis and electron diffraction and recorded on the count sheet. (X-ray analysis alone can be used as sole identification only after 70s/mm² have been exceeded for a particular sample.)

(6) If a diffraction pattern was recorded on film, the micrograph number must be indicated on the count sheet.

(7) If an electron diffraction was attempted and an appropriate spectra is not observed, N should be recorded on the count sheet.

(8) If an X-ray analysis is attempted but not observed, N should be recorded on the count sheet.

(9) If an X-ray analysis spectrum is stored, the file and disk number must be recorded on the count sheet.

m. Classification Rules.

i. *Fiber.* A structure having a minimum length greater than or equal to 0.5 µm and an aspect ratio (length to width) of 5:1 or greater and substantially parallel sides. Note the appearance of the end of the fiber, i.e., whether it is flat, rounded or dovetailed.

ii. *Bundle.* A structure composed of three or more fibers in a parallel arrangement with each fiber closer than one fiber diameter.

iii. *Cluster.* A structure with fibers in a random arrangement such that all fibers are intermixed and no single fiber is isolated from the group. Groupings must have more than two intersections.

iv. *Matrix.* Fiber or fibers with one end free and the other end embedded in or hidden by a particulate. The exposed fiber must meet the fiber definition.

v. *NSD.* Record NSD when no structures are detected in the field.

n. After all necessary analyses of a particle structure have been completed, return the goniometer stage to 0 degrees, and return the structure to its original location by recall of the original location.

o. Continue scanning until all the structures are identified, classified and sized in the field.

p. Select additional fields (grid openings) at low magnification; scan at a chosen magnification (15,000 to 20,000X screen magnification); and analyze until the stopping rule becomes applicable.

q. Carefully record all data as they are being collected, and check for accuracy.

r. After finishing with a grid, remove it from the microscope, and replace it in the appropriate grid hold. Sample grids must be stored for a minimum of 1 year from the date of the analysis; the sample cassette must be retained for a minimum of 30 days by the laboratory or returned at the client's request.

H. Sample Analytical Sequence

1. Carry out visual inspection of work site prior to air monitoring.

2. Collect a minimum of five air samples inside the work site and five samples outside the work site. The indoor and outdoor samples shall be taken during the same time period.

3. Analyze the abatement area samples according to this protocol. The analysis must meet the 0.005 s/cm³ analytical sensitivity.

4. Remaining steps in the analytical sequence are contained in Unit IV. of this Appendix.

I. Reporting

The following information must be reported to the client. See the following Table II:

TABLE II--EXAMPLE LABORATORY LETTERHEAD

Laboratory I.D.	Client I.D.	FILTER MEDIA DATA				Analyzed Area, mm^2	Sample Volume, cc
		Type	Diameter, mm	Effective Area, mm^2	Pore Size, µm		

INDIVIDUAL ANALYTICAL RESULTS

Laboratory I.D.	Client I.D.	# Asbestos Structures	Analytical Sensitivity, s/cc	CONCENTRATION	
				Structures/mm^2	Structures/cc

The analysis was carried out to the approved TEM method. This laboratory is in compliance with the quality specified by the method.

Authorized Signature

1. Concentration in structures per square millimeter and structures per cubic centimeter.
2. Analytical sensitivity used for the analysis.
3. Number of asbestos structures.
4. Area analyzed.
5. Volume of air samples (which was initially provided by client).
6. Average grid size opening.
7. Number of grids analyzed.
8. Copy of the count sheet must be included with the report.

9. Signature of laboratory official to indicate that the laboratory met specifications of the AHERA method.

10. Report form must contain official laboratory identification (e.g., letterhead).

11. Type of asbestos.

J. Calibration Methodology

NOTE: Appropriate implementation of the method requires a person knowledgeable in electron diffraction and mineral identification by ED and EDXA. Those inexperienced laboratories wishing to develop capabilities may acquire necessary knowledge through analysis of appropriate standards and by following detailed methods as described in References 8 and 10 of Unit III.L.

1. *Equipment Calibration.* In this method, calibration is required for the air-sampling equipment and the transmission electron microscope (TEM).

a. *TEM Magnification.* The magnification at the fluorescent screen of the TEM must be calibrated at the grid opening magnification (if used) and also at the magnification used for fiber counting. This is performed with a cross grating replica. A logbook must be maintained, and the dates of calibration depend on the past history of the particular microscope; no frequency is specified. After any maintenance of the microscope that involved adjustment of the power supplied to the lenses or the high-voltage system or the mechanical disassembly of the electron optical column apart from filament exchange, the magnification must be recalibrated. Before the TEM calibration is performed, the analyst must ensure that the cross grating replica is placed at the same distance from the objective lens as the specimens are. For instruments that incorporate an eucentric tilting specimen stage, all speciments and the cross grating replica must be placed at the eucentric position.

b. Determination of the TEM magnification on the fluorescent screen.

i. Define a field of view on the fluorescent screen either by markings or physical boundaries. The field of view must be measurable or previously inscribed with a scale or concentric circles (all scales should be metric).

ii. Insert a diffraction grating replica (for example a grating containing 2,160 lines/mm) into the specimen holder and place into the microscope. Orient the replica so that the grating lines fall perpendicular to the scale on the TEM fluorescent screen. Ensure that the goniometer stage tilt is 0 degrees.

iii. Adjust microscope magnification to 10,000X or 20,000X. Measure the distance (mm) between two widely separated lines on the grating replica. Note the number of spaces between the lines. Take care to measure between the same relative positions on the lines (e.g., between left edges of lines).

NOTE: The more spaces included in the measurement, the more accurate the final calculation. On most microscopes, however, the magnification is substantially constant only within the central 8–10 cm diameter region of the fluorescent screen.

iv. Calculate the true magnification (M) on the fluorescent screen:

$M=XG/Y$

where:

X=total distance (mm) between the designated grating lines;
G=calibration constant of the grating replica (lines/mm):
Y=number of grating replica spaces counted along X.

c. Calibration of the EDXA System. Initially, the EDXA system must be calibrated by using two reference elements to calibrate the energy scale of the instrument. When this has been completed in accordance with the manufacturer's instructions, calibration in terms of the different types of asbestos can proceed. The EDXA detectors vary in both solid angle of detection and in window thickness. Therefore, at a particular accelerating voltage in use on the TEM, the count rate obtained from specific dimensions of fiber will vary both in absolute X-ray count rate and in the relative X-ray peak heights for different elements. Only a few minerals are relevant for asbestos abatement work, and in this procedure the calibration is specified in terms of a ''fingerprint'' technique. The EDXA spectra must be recorded from individual fibers of the relevant minerals, and identifications are made on the basis of semiquantitative comparisons with these reference spectra.

d. Calibration of Grid Openings.

i. Measure 20 grid openings on each of 20 random 200-mesh copper grids by placing a grid on a glass slide and examining it under the PCM. Use a calibrated graticule to measure the average field diameter and use this number to calculate the field area for an average grid opening. Grids are to be randomly selected from batches up to 1,000.

NOTE: A grid opening is considered as one field.

ii. The mean grid opening area must be measured for the type of specimen grids in use. This can be accomplished on the TEM at a properly calibrated low magnification or on an optical microscope at a magnification of approximately 400X by using an eyepiece fitted with a scale that has been calibrated against a stage micrometer. Optical microscopy utilizing manual or automated procedures may be used providing instrument calibration can be verified.

e. Determination of Camera Constant and ED Pattern Analysis.

i. The camera length of the TEM in ED operating mode must be calibrated before ED patterns on unknown samples are observed. This can be achieved by using a carbon-coated grid on which a thin film of gold has been

sputtered or evaporated. A thin film of gold is evaporated on the specimen TEM grid to obtain zone-axis ED patterns superimposed with a ring pattern from the polycrystalline gold film.

ii. In practice, it is desirable to optimize the thickness of the gold film so that only one or two sharp rings are obtained on the superimposed ED pattern. Thicker gold film would normally give multiple gold rings, but it will tend to mask weaker diffraction spots from the unknown fibrous particulates. Since the unknown d-spacings of most interest in asbestos analysis are those which lie closest to the transmitted beam, multiple gold rings are unnecessary on zone-axis ED patterns. An average camera constant using multiple gold rings can be determined. The camera constant is one-half the diameter, D, of the rings times the interplanar spacing, d, of the ring being measured.

K. Quality Control/Quality Assurance Procedures (Data Quality Indicators)

Monitoring the environment for airborne asbestos requires the use of sensitive sampling and analysis procedures. Because the test is sensitive, it may be influenced by a variety of factors. These include the supplies used in the sampling operation, the performance of the sampling, the preparation of the grid from the filter and the actual examination of this grid in the microscope. Each of these unit operations must produce a product of defined quality if the analytical result is to be a reliable and meaningful test result. Accordingly, a series of control checks and reference standards is performed along with the sample analysis as indicators that the materials used are adequate and the operations are within acceptable limits. In this way, the quality of the data is defined and the results are of known value. These checks and tests also provide timely and specific warning of any problems which might develop within the sampling and analysis operations. A description of these quality control/quality assurance procedures is summarized in the following Table III:

TABLE III--SUMMARY OF LABORATORY DATA QUALITY OBJECTIVES

Unit Operation	QC Check	Frequency	Conformance Expectation
Sample receiving	Review of receiving report	Each sample	95% complete
Sample custody	Review of chain-of-custody record	Each sample	95% complete
Sample preparation	Supplies and reagents	On receipt	Meet specs. or reject
	Grid opening size	20 openings/20 grids/lot of 1000 or 1 opening/sample	100%
	Special clean area monitoring	After cleaning or service	Meet specs or reclean
	Laboratory blank	1 per prep series or 10%	Meet specs. or reanalyze series
	Plasma etch blank	1 per 20 samples	75%
	Multiple preps (3 per sample)	Each sample	One with cover of 15 complete grid sqs.
Sample analysis	System check	Each day	Each day
	Alignment check	Each day	Each day
	Magnification calibration with low and high standards	Each month or after service	95%
	ED calibration by gold standard	Weekly	95%
	EDS calibration by copper line	Daily	95%
Performance check	Laboratory blank (measure of cleanliness)	Prep 1 per series or 10% read 1 per 25 samples	Meet specs or reanalyze series
	Replicate counting (measure of precision)	1 per 100 samples	1.5 x Poisson Std. Dev.
	Duplicate analysis (measure of reproducibility)	1 per 100 samples	2 x Poisson Std. Dev.
	Known samples of typical materials (working standards)	Training and for comparison with unknowns	100%
	Analysis of NBS SRM 1876 and/or RM 8410 (measure of accuracy and comparability)	1 per analyst per year	1.5 x Poisson Std. Dev.
	Data entry review (data validation and measure of completeness)	Each sample	95%
	Record and verify ID electron diffraction pattern of structure	1 per 5 samples	80% accuracy
Calculations and data reduction	Hand calculation of automated data reduction procedure or independent recalculation of hand-calculated data	1 per 100 samples	85%

1. When the samples arrive at the laboratory, check the samples and documentation for completeness and requirements before initiating the analysis.

2. Check all laboratory reagents and supplies for acceptable asbestos background levels.

3. Conduct all sample preparation in a clean room environment monitored by laboratory blanks and special testing after cleaning or servicing the room.

4. Prepare multiple grids of each sample.

5. Provide laboratory blanks with each sample batch. Maintain a cumulative average of these results. If this average is greater than 53 f/mm^2 per 10 200-mesh grid openings, check the system for possible sources of contamination.

6. Check for recovery of asbestos from cellulose ester filters submitted to plasma asher.

7. Check for asbestos carryover in the plasma asher by including a blank alongside the positive control sample.

8. Perform a systems check on the transmission electron microscope daily.

9. Make periodic performance checks of magnification, electron diffraction and energy dispersive X-ray systems as set forth in Table III of Unit III.K.

10. Ensure qualified operator performance by evaluation of replicate counting, duplicate analysis, and standard sample comparisons as set forth in Table III of Unit III.K.

11. Validate all data entries.

12. Recalculate a percentage of all computations and automatic data reduction steps as specified in Table III.

13. Record an electron diffraction pattern of one asbestos structure from every five samples that contain asbestos. Verify the identification of the pattern by measurement or comparison of the pattern with patterns collected from standards under the same conditions.

The outline of quality control procedures presented above is viewed as the minimum required to assure that quality data is produced for clearance testing of an asbestos abated area. Additional information may be gained by other control tests. Specifics on those control procedures and options available for environmental testing can be obtained by consulting References 6, 7, and 11 of Unit III.L.

L. References

For additional background information on this method the following references should be consulted.

1. ''Guidelines for Controlling Asbestos-Containing Materials in Buildings,'' EPA 560/5–85–024, June 1985.

2. ''Measuring Airborne Asbestos Following an Abatement Action,'' USEP/Office of Pollution Prevention and Toxics, EPA 600/4–85–049, 1985.

3. Small, John and E. Steel. Asbestos Standards: Materials and Analytical Methods. N.B.S. Special Publication 619, 1982.

4. Campbell, W.J., R.L. Blake, L.L. Brown, E.E. Cather, and J.J. Sjoberg. Selected Silicate Minerals and Their Asbestiform Varieties. Information Circular 8751, U.S. Bureau of Mines, 1977.

5. Quality Assurance Handbook for Air Pollution Measurement System. Ambient Air Methods, EPA 600/4–77–027a, USEPA, Office of Research and Development, 1977.

6. Method 2A: Direct Measurement of Gas Volume Through Pipes and Small Ducts. 40 CFR Part 60 Appendix A.

7. Burdette, G.J. Health & Safety Exec., Research & Lab. Services Div., London, ''Proposed Analytical Method for Determination of Asbestos in Air.''

8. Chatfield, E.J., Chatfield Tech. Cons., Ltd., Clark, T., PEI Assoc. ''Standard Operating Procedure for Determination of Airborne Asbestos Fibers by Transmission Electron Microscopy Using Polycarbonate Membrane Filters.'' WERL SOP 87–1, March 5, 1987.

9. NIOSH. Method 7402 for Asbestos Fibers, December 11, 1986 Draft.

10. Yamate, G., S.C. Agarwall, R.D. Gibbons, IIT Research Institute, ''Methodology for the Measurement of Airborne Asbestos by Electron Microscopy.'' Draft report, USEPA Contract 68–02–3266, July 1984.

11. Guidance to the Preparation of Quality Assurance Project Plans. USEPA, Office of Pollution Prevention and Toxics, 1984.

IV. Mandatory Interpretation of Transmission Electron Microscopy Results To Determine Completion of Response Actions

A. Introduction

A response action is determined to be completed by TEM when the abatement area has been cleaned and the airborne asbestos concentration inside the abatement area is no higher than concentrations at locations outside the abatement area. ''Outside'' means outside the abatement area, but not necessarily outside the building. EPA reasons that an asbestos removal contractor cannot be expected to clean an abatement area to an airborne asbestos concentration that is lower than the concentration of air entering the abatement area from outdoors or from other parts of the building. After the abatement area has passed a thorough visual inspection, and before the outer containment barrier is removed, a minimum of five air samples inside the abatement area and a minimum of five air samples outside the abatement area must be collected. Hence, the response action is determined to be completed when the average airborne asbestos concentration measured inside the abatement area is not statistically different from the average airborne asbestos concentration measured outside the abatement area.

The inside and outside concentrations are compared by the Z-test, a statistical test that takes into account the variability in the measurement process. A minimum of five samples inside the abatement area and five samples outside the abatement area are required to control the false negative error rate, i.e., the probability of declaring the removal complete when, in fact, the air concentration inside the abatement area is significantly higher than outside the abatement area. Additional quality control is provided by requiring three blanks (filters through which no air has been drawn) to be analyzed to check for unusually high filter contamination that would distort the test results.

When volumes greater than or equal to 1,199 L for a 25 mm filter and 2,799 L for a 37 mm filter have been collected and the average number of asbestos structures on samples inside the abatement area is no greater than 70 s/mm^2 of filter, the response action

may be considered complete without comparing the inside samples to the outside samples. EPA is permitting this initial screening test to save analysis costs in situations where the airborne asbestos concentration is sufficiently low so that it cannot be distinguished from the filter contamination/background level (fibers deposited on the filter that are unrelated to the air being sampled). The screening test cannot be used when volumes of less than 1,199 L for 25 mm filter or 2,799 L for a 37 mm filter are collected because the ability to distinguish levels significantly different from filter background is reduced at low volumes.

The initial screening test is expressed in structures per square millimeter of filter because filter background levels come from sources other than the air being sampled and cannot be meaningfully expressed as a concentration per cubic centimeter of air. The value of 70 s/mm^2 is based on the experience of the panel of microscopists who consider one structure in 10 grid openings (each grid opening with an area of 0.0057 mm^2) to be comparable with contamination/background levels of blank filters. The decision is based, in part, on Poisson statistics which indicate that four structures must be counted on a filter before the fiber count is statistically distinguishable from the count for one structure. As more information on the performance of the method is collected, this criterion may be modified. Since different combinations of the number and size of grid openings are permitted under the TEM protocol, the criterion is expressed in structures per square millimeter of filter to be consistent across all combinations. Four structures per 10 grid openings corresponds to approximately 70 s/mm^2.

B. Sample Collection and Analysis

1. A minimum of 13 samples is required: five samples collected inside the abatement area, five samples collected outside the abatement area, two field blanks, and one sealed blank.

2. Sampling and TEM analysis must be done according to either the mandatory or nonmandatory protocols in Appendix A. At least 0.057 mm^2 of filter must be examined on blank filters.

C. Interpretation of Results

1. The response action shall be considered complete if either:

a. Each sample collected inside the abatement area consists of at least 1,199 L of air for a 25 mm filter, or 2,799 L of air for a 37 mm filter, and the arithmetic mean of their asbestos structure concentrations per square millimeter of filter is less than or equal to 70 s/mm^2; or

b. The three blank samples have an arithmetic mean of the asbestos structure concentration on the blank filters that is less than or equal to 70 s/mm^2 and the average airborne asbestos concentration measured inside the abatement area is not statistically higher than the average airborne asbestos concentration measured outside the abatement area as determined by the Z-test. The Z-test is carried out by calculating

$$Z = \frac{\bar{Y}_I - \bar{Y}_O}{0.8\left(1/n_I + 1/n_O\right)^{1/2}}$$

where Y_I is the average of the natural logarithms of the inside samples and Y_O is the average of the natural logarithms of the outside samples, n_I is the number of inside samples and n_O is the number of outside samples. The response action is considered complete if Z is less than or equal to 1.65.

NOTE: When no fibers are counted, the calculated detection limit for that analysis is inserted for the concentration.

2. If the abatement site does not satisfy either (1) or (2) of this Section C, the site must be recleaned and a new set of samples collected.

D. Sequence for Analyzing Samples

It is possible to determine completion of the response action without analyzing all samples. Also, at any point in the process, a decision may be made to terminate the analysis of existing samples, reclean the abatement site, and collect a new set of samples. The following sequence is outlined to minimize the number of analyses needed to reach a decision.

1. Analyze the inside samples.

2. If at least 1,199 L of air for a 25 mm filter or 2,799 L of air for a 37 mm filter is collected for each inside sample and the arithmetic mean concentration of structures per square millimeter of filter is less than or equal to 70 s/mm^2, the response action is complete and no further analysis is needed.

3. If less than 1,199 L of air for a 25 mm filter or 2,799 L of air for a 37 mm filter is collected for any of the inside samples, or the arithmetic mean concentration of structures per square millimeter of filter is greater than 70 s/mm^2, analyze the three blanks.

4. If the arithmetic mean concentration of structures per square millimeter on the blank filters is greater than 70 s/mm^2, terminate the analysis, identify and correct the source of blank contamination, and collect a new set of samples.

5. If the arithmetic mean concentration of structures per square millimeter on the blank filters is less than or equal to 70 s/mm^2, analyze the outside samples and perform the Z-test.

6. If the Z-statistic is less than or equal to 1.65, the response action is complete. If the Z-statistic is greater than 1.65, reclean the abatement site and collect a new set of samples.

[52 FR 41857, Oct. 30, 1987]

APPENDIX B TO SUBPART E OF PART 763 [RESERVED]

APPENDIX C TO SUBPART E OF PART 763—ASBESTOS MODEL ACCREDITATION PLAN

I. Asbestos Model Accreditation Plan for States

The Asbestos Model Accreditation Plan (MAP) for States has eight components:

(A) Definitions
(B) Initial Training
(C) Examinations
(D) Continuing Education
(E) Qualifications
(F) Recordkeeping Requirements for Training Providers
(G) Deaccreditation
(H) Reciprocity
(I) Electronic reporting

A. Definitions

For purposes of Appendix C:

1. ''Friable asbestos-containing material (ACM)'' means any material containing more than one percent asbestos which has been applied on ceilings, walls, structural members, piping, duct work, or any other part of a building, which when dry, may be crumbled, pulverized, or reduced to powder by hand pressure. The term includes non-friable asbestos-containing material after such previously non-friable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

2. ''Friable asbestos-containing building material (ACBM)'' means any friable ACM that is in or on interior structural members or other parts of a school or public and commercial building.

3. ''Inspection'' means an activity undertaken in a school building, or a public and commercial building, to determine the presence or location, or to assess the condition of, friable or non-friable asbestos-containing building material (ACBM) or suspected ACBM, whether by visual or physical examination, or by collecting samples of such material. This term includes reinspections of friable and non-friable known or assumed ACBM which has been previously identified. The term does not include the following:

a. Periodic surveillance of the type described in 40 CFR 763.92(b) solely for the purpose of recording or reporting a change in the condition of known or assumed ACBM;

b. Inspections performed by employees or agents of Federal, State, or local government solely for the purpose of determining compliance with applicable statutes or regulations; or

c. visual inspections of the type described in 40 CFR 763.90(i) solely for the purpose of determining completion of response actions.

4. ''Major fiber release episode'' means any uncontrolled or unintentional disturbance of ACBM, resulting in a visible emission, which involves the falling or dislodging of more than 3 square or linear feet of friable ACBM.

5. ''Minor fiber release episode'' means any uncontrolled or unintentional disturbance of ACBM, resulting in a visible emission, which involves the falling or dislodging of 3 square or linear feet or less of friable ACBM.

6. ''Public and commercial building'' means the interior space of any building which is not a school building, except that the term does not include any residential apartment building of fewer than 10 units or detached single-family homes. The term includes, but is not limited to: industrial and office buildings, residential apartment buildings and condominiums of 10 or more dwelling units, government-owned buildings, colleges, museums, airports, hospitals, churches, preschools, stores, warehouses and factories. Interior space includes exterior hallways connecting buildings, porticos, and mechanical systems used to condition interior space.

7. ''Response action'' means a method, including removal, encapsulation, enclosure, repair, and operation and maintenance, that protects human health and the environment from friable ACBM.

8. ''Small-scale, short-duration activities (SSSD)'' are tasks such as, but not limited to:

a. Removal of asbestos-containing insulation on pipes.

b. Removal of small quantities of asbestos-containing insulation on beams or above ceilings.

c. Replacement of an asbestos-containing gasket on a valve.

d. Installation or removal of a small section of drywall.

e. Installation of electrical conduits through or proximate to asbestos-containing materials.

SSSD can be further defined by the following considerations:

f. Removal of small quantities of ACM only if required in the performance of another maintenance activity not intended as asbestos abatement.

g. Removal of asbestos-containing thermal system insulation not to exceed amounts greater than those which can be contained in a single glove bag.

h. Minor repairs to damaged thermal system insulation which do not require removal.

i. Repairs to a piece of asbestos-containing wallboard.

j. Repairs, involving encapsulation, enclosure, or removal, to small amounts of friable ACM only if required in the performance of emergency or routine maintenance activity and not intended solely as asbestos abatement. Such work may not exceed amounts greater than those which can be contained in a single prefabricated mini-enclosure. Such an enclosure shall conform spatially and geometrically to the localized work area, in order to perform its intended containment function.

B. Initial Training

Training requirements for purposes of accreditation are specified both in terms of required subjects of instruction and in terms of length of training. Each initial training course has a prescribed curriculum and number of days of training. One day of training equals 8 hours, including breaks and lunch. Course instruction must be provided by EPA or State-approved instructors. EPA or State instructor approval shall be based upon a review of the instructor's academic credentials and/or field experience in asbestos abatement.

Beyond the initial training requirements, individual States may wish to consider requiring additional days of training for purposes of supplementing hands-on activities or for reviewing relevant state regulations. States also may wish to consider the relative merits of a worker apprenticeship program. Further, they might consider more stringent minimum qualification standards for the approval of training instructors. EPA recommends that the enrollment in any given course be limited to 25 students so that adequate opportunities exist for individual hands-on experience.

States have the option to provide initial training directly or approve other entities to offer training. The following requirements are for the initial training of persons required to have accreditation under TSCA Title II.

Training requirements for each of the five accredited disciplines are outlined below. Persons in each discipline perform a different job function and distinct role. Inspectors identify and assess the condition of ACBM, or suspect ACBM. Management planners use data gathered by inspectors to assess the degree of hazard posed by ACBM in schools to determine the scope and timing of appropriate response actions needed for schools. Project designers determine how asbestos abatement work should be conducted. Lastly, workers and contractor/supervisors carry out and oversee abatement work. In addition, a recommended training curriculum is also presented for a sixth discipline, which is not federally-accredited, that of ''Project Monitor.'' Each accredited discipline and training curriculum is separate and distinct from the others. A person seeking accreditation in any of the five accredited MAP disciplines cannot attend two or more courses concurrently, but may attend such courses sequentially.

In several instances, initial training courses for a specific discipline (e.g., workers, inspectors) require hands-on training. For asbestos abatement contractor/supervisors and workers, hands-on training should include working with asbestos-substitute materials, fitting and using respirators, use of glovebags, donning protective clothing, and constructing a decontamination unit as well as other abatement work activities.

1. WORKERS

A person must be accredited as a worker to carry out any of the following activities with respect to friable ACBM in a school or public and commercial building: (1) A response action other than a SSSD activity, (2) a maintenance activity that disturbs friable ACBM other than a SSSD activity, or (3) a response action for a major fiber release episode. All persons seeking accreditation as asbestos abatement workers shall complete at least a 4–day training course as outlined below. The 4–day worker training course shall include lectures, demonstrations, at least 14 hours of hands-on training, individual respirator fit testing, course review, and an examination. Hands-on training must permit workers to have actual experience performing tasks associated with asbestos abatement. A person who is otherwise accredited as a contractor/supervisor may perform in the role of a worker without possessing separate accreditation as a worker.

Because of cultural diversity associated with the asbestos workforce, EPA recommends that States adopt specific standards for the approval of foreign language courses for abatement workers. EPA further recommends the use of audio-visual materials to complement lectures, where appropriate.

The training course shall adequately address the following topics:

(a) *Physical characteristics of asbestos.* Identification of asbestos, aerodynamic characteristics, typical uses, and physical appearance, and a summary of abatement control options.

(b) *Potential health effects related to asbestos exposure.* The nature of asbestos-related diseases; routes of exposure; dose-response relationships and the lack of a safe exposure level; the synergistic effect between cigarette smoking and asbestos exposure; the latency periods for asbestos-related diseases; a discussion of the relationship of asbestos exposure to asbestosis, lung cancer, mesothelioma, and cancers of other organs.

(c) *Employee personal protective equipment.* Classes and characteristics of respirator

types; limitations of respirators; proper selection, inspection; donning, use, maintenance, and storage procedures for respirators; methods for field testing of the facepiece-to-face seal (positive and negative-pressure fit checks); qualitative and quantitative fit testing procedures; variability between field and laboratory protection factors that alter respiratory fit (e.g., facial hair); the components of a proper respiratory protection program; selection and use of personal protective clothing; use, storage, and handling of non-disposable clothing; and regulations covering personal protective equipment.

(d) *State-of-the-art work practices.* Proper work practices for asbestos abatement activities, including descriptions of proper construction; maintenance of barriers and decontamination enclosure systems; positioning of warning signs; lock-out of electrical and ventilation systems; proper working techniques for minimizing fiber release; use of wet methods; use of negative pressure exhaust ventilation equipment; use of high-efficiency particulate air (HEPA) vacuums; proper clean-up and disposal procedures; work practices for removal, encapsulation, enclosure, and repair of ACM; emergency procedures for sudden releases; potential exposure situations; transport and disposal procedures; and recommended and prohibited work practices.

(e) *Personal hygiene.* Entry and exit procedures for the work area; use of showers; avoidance of eating, drinking, smoking, and chewing (gum or tobacco) in the work area; and potential exposures, such as family exposure.

(f) *Additional safety hazards.* Hazards encountered during abatement activities and how to deal with them, including electrical hazards, heat stress, air contaminants other than asbestos, fire and explosion hazards, scaffold and ladder hazards, slips, trips, and falls, and confined spaces.

(g) *Medical monitoring.* OSHA and EPA Worker Protection Rule requirements for physical examinations, including a pulmonary function test, chest X-rays, and a medical history for each employee.

(h) *Air monitoring.* Procedures to determine airborne concentrations of asbestos fibers, focusing on how personal air sampling is performed and the reasons for it.

(i) *Relevant Federal, State, and local regulatory requirements, procedures, and standards.* With particular attention directed at relevant EPA, OSHA, and State regulations concerning asbestos abatement workers.

(j) *Establishment of respiratory protection programs.*

(k) *Course review.* A review of key aspects of the training course.

2. CONTRACTOR/SUPERVISORS

A person must be accredited as a contractor/supervisor to supervise any of the following activities with respect to friable ACBM in a school or public and commercial building: (1) A response action other than a SSSD activity, (2) a maintenance activity that disturbs friable ACBM other than a SSSD activity, or (3) a response action for a major fiber release episode. All persons seeking accreditation as asbestos abatement contractor/supervisors shall complete at least a 5–day training course as outlined below. The training course must include lectures, demonstrations, at least 14 hours of hands-on training, individual respirator fit testing, course review, and a written examination. Hands-on training must permit supervisors to have actual experience performing tasks associated with asbestos abatement.

EPA recommends the use of audiovisual materials to complement lectures, where appropriate.

Asbestos abatement supervisors include those persons who provide supervision and direction to workers performing response actions. Supervisors may include those individuals with the position title of foreman, working foreman, or leadman pursuant to collective bargaining agreements. At least one supervisor is required to be at the worksite at all times while response actions are being conducted. Asbestos workers must have access to accredited supervisors throughout the duration of the project.

The contractor/supervisor training course shall adequately address the following topics:

(a) *The physical characteristics of asbestos and asbestos-containing materials.* Identification of asbestos, aerodynamic characteristics, typical uses, physical appearance, a review of hazard assessment considerations, and a summary of abatement control options.

(b) *Potential health effects related to asbestos exposure.* The nature of asbestos-related diseases; routes of exposure; dose-response relationships and the lack of a safe exposure level; synergism between cigarette smoking and asbestos exposure; and latency period for diseases.

(c) *Employee personal protective equipment.* Classes and characteristics of respirator types; limitations of respirators; proper selection, inspection, donning, use, maintenance, and storage procedures for respirators; methods for field testing of the facepiece-to-face seal (positive and negative-pressure fit checks); qualitative and quantitative fit testing procedures; variability between field and laboratory protection factors that alter respiratory fit (e.g., facial hair); the components of a proper respiratory protection program; selection and use of personal protective clothing; and use, storage,

and handling of non-disposable clothing; and regulations covering personal protective equipment.

(d) *State-of-the-art work practices.* Proper work practices for asbestos abatement activities, including descriptions of proper construction and maintenance of barriers and decontamination enclosure systems; positioning of warning signs; lock-out of electrical and ventilation systems; proper working techniques for minimizing fiber release; use of wet methods; use of negative pressure exhaust ventilation equipment; use of HEPA vacuums; and proper clean-up and disposal procedures. Work practices for removal, encapsulation, enclosure, and repair of ACM; emergency procedures for unplanned releases; potential exposure situations; transport and disposal procedures; and recommended and prohibited work practices. New abatement-related techniques and methodologies may be discussed.

(e) *Personal hygiene.* Entry and exit procedures for the work area; use of showers; and avoidance of eating, drinking, smoking, and chewing (gum or tobacco) in the work area. Potential exposures, such as family exposure, shall also be included.

(f) *Additional safety hazards.* Hazards encountered during abatement activities and how to deal with them, including electrical hazards, heat stress, air contaminants other than asbestos, fire and explosion hazards, scaffold and ladder hazards, slips, trips, and falls, and confined spaces.

(g) *Medical monitoring.* OSHA and EPA Worker Protection Rule requirements for physical examinations, including a pulmonary function test, chest X-rays and a medical history for each employee.

(h) *Air monitoring.* Procedures to determine airborne concentrations of asbestos fibers, including descriptions of aggressive air sampling, sampling equipment and methods, reasons for air monitoring, types of samples and interpretation of results.

EPA recommends that transmission electron microscopy (TEM) be used for analysis of final air clearance samples, and that sample analyses be performed by laboratories accredited by the National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).

(i) *Relevant Federal, State, and local regulatory requirements, procedures, and standards, including:*

(i) Requirements of TSCA Title II.

(ii) National Emission Standards for Hazardous Air Pollutants (40 CFR part 61), Subparts A (General Provisions) and M (National Emission Standard for Asbestos).

(iii) OSHA standards for permissible exposure to airborne concentrations of asbestos fibers and respiratory protection (29 CFR 1910.134).

(iv) OSHA Asbestos Construction Standard (29 CFR 1926.58). (v)EPA Worker Protection Rule, (40 CFR part 763, Subpart G).

(j) *Respiratory Protection Programs and Medical Monitoring Programs.*

(k) *Insurance and liability issues.* Contractor issues; worker's compensation coverage and exclusions; third-party liabilities and defenses; insurance coverage and exclusions.

(l) *Recordkeeping for asbestos abatement projects.* Records required by Federal, State, and local regulations; records recommended for legal and insurance purposes.

(m) *Supervisory techniques for asbestos abatement activities.* Supervisory practices to enforce and reinforce the required work practices and discourage unsafe work practices.

(n) *Contract specifications.* Discussions of key elements that are included in contract specifications.

(o) *Course review.* A review of key aspects of the training course.

3. INSPECTOR

All persons who inspect for ACBM in schools or public and commercial buildings must be accredited. All persons seeking accreditation as an inspector shall complete at least a 3–day training course as outlined below. The course shall include lectures, demonstrations, 4 hours of hands-on training, individual respirator fit-testing, course review, and a written examination.

EPA recommends the use of audiovisual materials to complement lectures, where appropriate. Hands-on training should include conducting a simulated building walk-through inspection and respirator fit testing. The inspector training course shall adequately address the following topics:

(a) *Background information on asbestos.* Identification of asbestos, and examples and discussion of the uses and locations of asbestos in buildings; physical appearance of asbestos.

(b) *Potential health effects related to asbestos exposure.* The nature of asbestos-related diseases; routes of exposure; dose-response relationships and the lack of a safe exposure level; the synergistic effect between cigarette smoking and asbestos exposure; the latency periods for asbestos-related diseases; a discussion of the relationship of asbestos exposure to asbestosis, lung cancer, mesothelioma, and cancers of other organs.

(c) *Functions/qualifications and role of inspectors.* Discussions of prior experience and qualifications for inspectors and management planners; discussions of the functions of an accredited inspector as compared to those of an accredited management planner; discussion of inspection process including inventory of ACM and physical assessment.

(d) *Legal liabilities and defenses.* Responsibilities of the inspector and management

planner; a discussion of comprehensive general liability policies, claims-made, and occurrence policies, environmental and pollution liability policy clauses; state liability insurance requirements; bonding and the relationship of insurance availability to bond availability.

(e) *Understanding building systems.* The interrelationship between building systems, including: an overview of common building physical plan layout; heat, ventilation, and air conditioning (HVAC) system types, physical organization, and where asbestos is found on HVAC components; building mechanical systems, their types and organization, and where to look for asbestos on such systems; inspecting electrical systems, including appropriate safety precautions; reading blueprints and as-built drawings.

(f) *Public/employee/building occupant relations.* Notifying employee organizations about the inspection; signs to warn building occupants; tact in dealing with occupants and the press; scheduling of inspections to minimize disruptions; and education of building occupants about actions being taken.

(g) *Pre-inspection planning and review of previous inspection records.* Scheduling the inspection and obtaining access; building record review; identification of probable homogeneous areas from blueprints or as-built drawings; consultation with maintenance or building personnel; review of previous inspection, sampling, and abatement records of a building; the role of the inspector in exclusions for previously performed inspections.

(h) *Inspecting for friable and non-friable ACM and assessing the condition of friable ACM.* Procedures to follow in conducting visual inspections for friable and non-friable ACM; types of building materials that may contain asbestos; touching materials to determine friability; open return air plenums and their importance in HVAC systems; assessing damage, significant damage, potential damage, and potential significant damage; amount of suspected ACM, both in total quantity and as a percentage of the total area; type of damage; accessibility; material's potential for disturbance; known or suspected causes of damage or significant damage; and deterioration as assessment factors.

(i) *Bulk sampling/documentation of asbestos.* Detailed discussion of the ''Simplified Sampling Scheme for Friable Surfacing Materials (EPA 560/5-85-030a October 1985)''; techniques to ensure sampling in a randomly distributed manner for other than friable surfacing materials; sampling of non-friable materials; techniques for bulk sampling; inspector's sampling and repair equipment; patching or repair of damage from sampling; discussion of polarized light microscopy; choosing an accredited laboratory to analyze bulk samples; quality control and quality assurance procedures. EPA's recommendation that all bulk samples collected from school or public and commercial buildings be analyzed by a laboratory accredited under the NVLAP administered by NIST.

(j) *Inspector respiratory protection and personal protective equipment.* Classes and characteristics of respirator types; limitations of respirators; proper selection, inspection; donning, use, maintenance, and storage procedures for respirators; methods for field testing of the facepiece-to-face seal (positive and negative-pressure fit checks); qualitative and quantitative fit testing procedures; variability between field and laboratory protection factors that alter respiratory fit (e.g., facial hair); the components of a proper respiratory protection program; selection and use of personal protective clothing; use, storage, and handling of non-disposable clothing.

(k) *Recordkeeping and writing the inspection report.* Labeling of samples and keying sample identification to sampling location; recommendations on sample labeling; detailing of ACM inventory; photographs of selected sampling areas and examples of ACM condition; information required for inclusion in the management plan required for school buildings under TSCA Title II, section 203 (i)(1). EPA recommends that States develop and require the use of standardized forms for recording the results of inspections in schools or public or commercial buildings, and that the use of these forms be incorporated into the curriculum of training conducted for accreditation.

(l) *Regulatory review.* The following topics should be covered: National Emission Standards for Hazardous Air Pollutants (NESHAP; 40 CFR part 61, Subparts A and M); EPA Worker Protection Rule (40 CFR part 763, Subpart G); OSHA Asbestos Construction Standard (29 CFR 1926.58); OSHA respirator requirements (29 CFR 1910.134); the Asbestos-Containing Materials in School Rule (40 CFR part 763, Subpart E; applicable State and local regulations, and differences between Federal and State requirements where they apply, and the effects, if any, on public and nonpublic schools or commercial or public buildings.

(m) *Field trip.* This includes a field exercise, including a walk-through inspection; on-site discussion about information gathering and the determination of sampling locations; on-site practice in physical assessment; classroom discussion of field exercise.

(n) *Course review.* A review of key aspects of the training course.

4. MANAGEMENT PLANNER

All persons who prepare management plans for schools must be accredited. All persons seeking accreditation as management planners shall complete a 3–day inspector training course as outlined above and a 2–day

management planner training course. Possession of current and valid inspector accreditation shall be a prerequisite for admission to the management planner training course. The management planner course shall include lectures, demonstrations, course review, and a written examination.

EPA recommends the use of audiovisual materials to complement lectures, where appropriate.

TSCA Title II does not require accreditation for persons performing the management planner role in public and commercial buildings. Nevertheless, such persons may find this training and accreditation helpful in preparing them to design or administer asbestos operations and maintenance programs for public and commercial buildings.

The management planner training course shall adequately address the following topics:

(a) *Course overview.* The role and responsibilities of the management planner; operations and maintenance programs; setting work priorities; protection of building occupants.

(b) *Evaluation/interpretation of survey results.* Review of TSCA Title II requirements for inspection and management plans for school buildings as given in section 203(i)(1) of TSCA Title II; interpretation of field data and laboratory results; comparison of field inspector's data sheet with laboratory results and site survey.

(c) *Hazard assessment.* Amplification of the difference between physical assessment and hazard assessment; the role of the management planner in hazard assessment; explanation of significant damage, damage, potential damage, and potential significant damage; use of a description (or decision tree) code for assessment of ACM; assessment of friable ACM; relationship of accessibility, vibration sources, use of adjoining space, and air plenums and other factors to hazard assessment.

(d) *Legal implications.* Liability; insurance issues specific to planners; liabilities associated with interim control measures, in-house maintenance, repair, and removal; use of results from previously performed inspections.

(e) *Evaluation and selection of control options.* Overview of encapsulation, enclosure, interim operations and maintenance, and removal; advantages and disadvantages of each method; response actions described via a decision tree or other appropriate method; work practices for each response action; staging and prioritizing of work in both vacant and occupied buildings; the need for containment barriers and decontamination in response actions.

(f) *Role of other professionals.* Use of industrial hygienists, engineers, and architects in developing technical specifications for response actions; any requirements that may exist for architect sign-off of plans; team approach to design of high-quality job specifications.

(g) *Developing an operations and maintenance (O&M) plan.* Purpose of the plan; discussion of applicable EPA guidance documents; what actions should be taken by custodial staff; proper cleaning procedures; steam cleaning and HEPA vacuuming; reducing disturbance of ACM; scheduling O&M for off-hours; rescheduling or canceling renovation in areas with ACM; boiler room maintenance; disposal of ACM; in-house procedures for ACM—bridging and penetrating encapsulants; pipe fittings; metal sleeves; polyvinyl chloride (PVC), canvas, and wet wraps; muslin with straps, fiber mesh cloth; mineral wool, and insulating cement; discussion of employee protection programs and staff training; case study in developing an O&M plan (development, implementation process, and problems that have been experienced).

(h) *Regulatory review.* Focusing on the OSHA Asbestos Construction Standard found at 29 CFR 1926.58; the National Emission Standard for Hazardous Air Pollutants (NESHAP) found at 40 CFR part 61, Subparts A (General Provisions) and M (National Emission Standard for Asbestos); EPA Worker Protection Rule found at 40 CFR part 763, Subpart G; TSCA Title II; applicable State regulations.

(i) *Recordkeeping for the management planner.* Use of field inspector's data sheet along with laboratory results; on-going recordkeeping as a means to track asbestos disturbance; procedures for recordkeeping. EPA recommends that States require the use of standardized forms for purposes of management plans and incorporate the use of such forms into the initial training course for management planners.

(j) *Assembling and submitting the management plan.* Plan requirements for schools in TSCA Title II section 203(i)(1); the management plan as a planning tool.

(k) *Financing abatement actions.* Economic analysis and cost estimates; development of cost estimates; present costs of abatement versus future operation and maintenance costs; Asbestos School Hazard Abatement Act grants and loans.

(l) *Course review.* A review of key aspects of the training course.

5. PROJECT DESIGNER

A person must be accredited as a project designer to design any of the following activities with respect to friable ACBM in a school or public and commercial building: (1) A response action other than a SSSD maintenance activity, (2) a maintenance activity that disturbs friable ACBM other than a SSSD maintenance activity, or (3) a response action for a major fiber release episode. All persons seeking accreditation as a project designer shall complete at least a minimum

3–day training course as outlined below. The project designer course shall include lectures, demonstrations, a field trip, course review and a written examination.

EPA recommends the use of audiovisual materials to complement lectures, where appropriate.

The abatement project designer training course shall adequately address the following topics:

(a) *Background information on asbestos.* Identification of asbestos; examples and discussion of the uses and locations of asbestos in buildings; physical appearance of asbestos.

(b) *Potential health effects related to asbestos exposure.* Nature of asbestos-related diseases; routes of exposure; dose-response relationships and the lack of a safe exposure level; the synergistic effect between cigarette smoking and asbestos exposure; the latency period of asbestos-related diseases; a discussion of the relationship between asbestos exposure and asbestosis, lung cancer, mesothelioma, and cancers of other organs.

(c) *Overview of abatement construction projects.* Abatement as a portion of a renovation project; OSHA requirements for notification of other contractors on a multi-employer site (29 CFR 1926.58).

(d) *Safety system design specifications.* Design, construction, and maintenance of containment barriers and decontamination enclosure systems; positioning of warning signs; electrical and ventilation system lockout; proper working techniques for minimizing fiber release; entry and exit procedures for the work area; use of wet methods; proper techniques for initial cleaning; use of negative-pressure exhaust ventilation equipment; use of HEPA vacuums; proper clean-up and disposal of asbestos; work practices as they apply to encapsulation, enclosure, and repair; use of glove bags and a demonstration of glove bag use.

(e) *Field trip.* A visit to an abatement site or other suitable building site, including on-site discussions of abatement design and building walk-through inspection. Include discussion of rationale for the concept of functional spaces during the walk-through.

(f) *Employee personal protective equipment.* Classes and characteristics of respirator types; limitations of respirators; proper selection, inspection; donning, use, maintenance, and storage procedures for respirators; methods for field testing of the facepiece-to-face seal (positive and negative-pressure fit checks); qualitative and quantitative fit testing procedures; variability between field and laboratory protection factors that alter respiratory fit (e.g., facial hair); the components of a proper respiratory protection program; selection and use of personal protective clothing; use, storage, and handling of non-disposable clothing.

(g) *Additional safety hazards.* Hazards encountered during abatement activities and how to deal with them, including electrical hazards, heat stress, air contaminants other than asbestos, fire, and explosion hazards.

(h) *Fiber aerodynamics and control.* Aerodynamic characteristics of asbestos fibers; importance of proper containment barriers; settling time for asbestos fibers; wet methods in abatement; aggressive air monitoring following abatement; aggressive air movement and negative-pressure exhaust ventilation as a clean-up method.

(i) *Designing abatement solutions.* Discussions of removal, enclosure, and encapsulation methods; asbestos waste disposal.

(j) *Final clearance process.* Discussion of the need for a written sampling rationale for aggressive final air clearance; requirements of a complete visual inspection; and the relationship of the visual inspection to final air clearance.

EPA recommends the use of TEM for analysis of final air clearance samples. These samples should be analyzed by laboratories accredited under the NIST NVLAP.

(k) *Budgeting/cost estimating.* Development of cost estimates; present costs of abatement versus future operation and maintenance costs; setting priorities for abatement jobs to reduce costs.

(l) *Writing abatement specifications.* Preparation of and need for a written project design; means and methods specifications versus performance specifications; design of abatement in occupied buildings; modification of guide specifications for a particular building; worker and building occupant health/medical considerations; replacement of ACM with non-asbestos substitutes.

(m) *Preparing abatement drawings.* Significance and need for drawings, use of as-built drawings as base drawings; use of inspection photographs and on-site reports; methods of preparing abatement drawings; diagramming containment barriers; relationship of drawings to design specifications; particular problems related to abatement drawings.

(n) *Contract preparation and administration.*

(o) *Legal/liabilities/defenses.* Insurance considerations; bonding; hold-harmless clauses; use of abatement contractor's liability insurance; claims made versus occurrence policies.

(p) *Replacement.* Replacement of asbestos with asbestos-free substitutes.

(q) *Role of other consultants.* Development of technical specification sections by industrial hygienists or engineers; the multi-disciplinary team approach to abatement design.

(r) *Occupied buildings.* Special design procedures required in occupied buildings; education of occupants; extra monitoring recommendations; staging of work to minimize occupant exposure; scheduling of renovation to minimize exposure.

(s) *Relevant Federal, State, and local regulatory requirements, procedures and standards, including, but not limited to:*

(i) Requirements of TSCA Title II.

(ii) National Emission Standards for Hazardous Air Pollutants, (40 CFR part 61) subparts A (General Provisions) and M (National Emission Standard for Asbestos).

(iii) OSHA Respirator Standard found at 29 CFR 1910.134.

(iv) EPA Worker Protection Rule found at 40 CFR part 763, subpart G.

(v) OSHA Asbestos Construction Standard found at 29 CFR 1926.58.

(vi) OSHA Hazard Communication Standard found at 29 CFR 1926.59.

(t) *Course review.* A review of key aspects of the training course.

6. PROJECT MONITOR

EPA recommends that States adopt training and accreditation requirements for persons seeking to perform work as project monitors. Project monitors observe abatement activities performed by contractors and generally serve as a building owner's representative to ensure that abatement work is completed according to specification and in compliance with all relevant statutes and regulations. They may also perform the vital role of air monitoring for purposes of determining final clearance. EPA recommends that a State seeking to accredit individuals as project monitors consider adopting a minimum 5–day training course covering the topics outlined below. The course outlined below consists of lectures and demonstrations, at least 6 hours of hands-on training, course review, and a written examination. The hands-on training component might be satisfied by having the student simulate participation in or performance of any of the relevant job functions or activities (or by incorporation of the workshop component described in item ''n'' below of this unit).

EPA recommends that the project monitor training course adequately address the following topics:

(a) *Roles and responsibilities of the project monitor.* Definition and responsibilities of the project monitor, including regulatory/specification compliance monitoring, air monitoring, conducting visual inspections, and final clearance monitoring.

(b) *Characteristics of asbestos and asbestos-containing materials.* Typical uses of asbestos; physical appearance of asbestos; review of asbestos abatement and control techniques; presentation of the health effects of asbestos exposure, including routes of exposure, dose-response relationships, and latency periods for asbestos-related diseases.

(c) *Federal asbestos regulations.* Overview of pertinent EPA regulations, including: NESHAP, 40 CFR part 61, subparts A and M; AHERA, 40 CFR part 763, subpart E; and the EPA Worker Protection Rule, 40 CFR part 763, subpart G. Overview of pertinent OSHA regulations, including: Construction Industry Standard for Asbestos, 29 CFR 1926.58; Respirator Standard, 29 CFR 1910.134; and the Hazard Communication Standard, 29 CFR 1926.59. Applicable State and local asbestos regulations; regulatory interrelationships.

(d) *Understanding building construction and building systems.* Building construction basics, building physical plan layout; understanding building systems (HVAC, electrical, etc.); layout and organization, where asbestos is likely to be found on building systems; renovations and the effect of asbestos abatement on building systems.

(e) *Asbestos abatement contracts, specifications, and drawings.* Basic provisions of the contract; relationships between principle parties, establishing chain of command; types of specifications, including means and methods, performance, and proprietary and nonproprietary; reading and interpreting records and abatement drawings; discussion of change orders; common enforcement responsibilities and authority of project monitor.

(f) *Response actions and abatement practices.* Pre-work inspections; pre-work considerations, precleaning of the work area, removal of furniture, fixtures, and equipment; shutdown/modification of building systems; construction and maintenance of containment barriers, proper demarcation of work areas; work area entry/exit, hygiene practices; determining the effectiveness of air filtration equipment; techniques for minimizing fiber release, wet methods, continuous cleaning; abatement methods other than removal; abatement area clean-up procedures; waste transport and disposal procedures; contingency planning for emergency response.

(g) *Asbestos abatement equipment.* Typical equipment found on an abatement project; air filtration devices, vacuum systems, negative pressure differential monitoring; HEPA filtration units, theory of filtration, design/construction of HEPA filtration units, qualitative and quantitative performance of HEPA filtration units, sizing the ventilation requirements, location of HEPA filtration units, qualitative and quantitative tests of containment barrier integrity; best available technology.

(h) *Personal protective equipment.* Proper selection of respiratory protection; classes and characteristics of respirator types, limitations of respirators; proper use of other safety equipment, protective clothing selection, use, and proper handling, hard/bump hats, safety shoes; breathing air systems, high pressure v. low pressure, testing for Grade D air, determining proper backup air volumes.

(i) *Air monitoring strategies.* Sampling equipment, sampling pumps (low v. high volume), flow regulating devices (critical and

limiting orifices), use of fibrous aerosol monitors on abatement projects; sampling media, types of filters, types of cassettes, filter orientation, storage and shipment of filters; calibration techniques, primary calibration standards, secondary calibration standards, temperature/pressure effects, frequency of calibration, recordkeeping and field work documentation, calculations; air sample analysis, techniques available and limitations of AHERA on their use, transmission electron microscopy (background to sample preparation and analysis, air sample conditions which prohibit analysis, EPA's recommended technique for analysis of final air clearance samples), phase contrast microscopy (background to sample preparation, and AHERA's limits on the use of phase contrast microscopy), what each technique measures; analytical methodologies, AHERA TEM protocol, NIOSH 7400, OSHA reference method (non clearance), EPA recommendation for clearance (TEM); sampling strategies for clearance monitoring, types of air samples (personal breathing zone v. fixed-station area) sampling location and objectives (pre-abatement, during abatement, and clearance monitoring), number of samples to be collected, minimum and maximum air volumes, clearance monitoring (post-visual-inspection) (number of samples required, selection of sampling locations, period of sampling, aggressive sampling, interpretations of sampling results, calculations), quality assurance; special sampling problems, crawl spaces, acceptable samples for laboratory analysis, sampling in occupied buildings (barrier monitoring).

(j) *Safety and health issues other than asbestos.* Confined-space entry, electrical hazards, fire and explosion concerns, ladders and scaffolding, heat stress, air contaminants other than asbestos, fall hazards, hazardous materials on abatement projects.

(k) *Conducting visual inspections.* Inspections during abatement, visual inspections using the ASTM E1368 document; conducting inspections for completeness of removal; discussion of ''how clean is clean?''

(l) *Legal responsibilities and liabilities of project monitors.* Specification enforcement capabilities; regulatory enforcement; licensing; powers delegated to project monitors through contract documents.

(m) *Recordkeeping and report writing.* Developing project logs/daily logs (what should be included, who sees them); final report preparation; recordkeeping under Federal regulations.

(n) *Workshops (6 hours spread over 3 days).* Contracts, specifications, and drawings: This workshop could consist of each participant being issued a set of contracts, specifications, and drawings and then being asked to answer questions and make recommendations to a project architect, engineer or to the building owner based on given conditions and these documents.

Air monitoring strategies/asbestos abatement equipment: This workshop could consist of simulated abatement sites for which sampling strategies would have to be developed (i.e., occupied buildings, industrial situations). Through demonstrations and exhibition, the project monitor may also be able to gain a better understanding of the function of various pieces of equipment used on abatement projects (air filtration units, water filtration units, negative pressure monitoring devices, sampling pump calibration devices, etc.).

Conducting visual inspections: This workshop could consist, ideally, of an interactive video in which a participant is ''taken through'' a work area and asked to make notes of what is seen. A series of questions will be asked which are designed to stimulate a person's recall of the area. This workshop could consist of a series of two or three videos with different site conditions and different degrees of cleanliness.

C. Examinations

1. Each State shall administer a closed book examination or designate other entities such as State-approved providers of training courses to administer the closed-book examination to persons seeking accreditation who have completed an initial training course. Demonstration testing may also be included as part of the examination. A person seeking initial accreditation in a specific discipline must pass the examination for that discipline in order to receive accreditation. For example, a person seeking accreditation as an abatement project designer must pass the State's examination for abatement project designer.

States may develop their own examinations, have providers of training courses develop examinations, or use standardized examinations developed for purposes of accreditation under TSCA Title II. In addition, States may supplement standardized examinations with questions about State regulations. States may obtain commercially developed standardized examinations, develop standardized examinations independently, or do so in cooperation with other States, or with commercial or non-profit providers on a regional or national basis. EPA recommends the use of standardized, scientifically-validated testing instruments, which may be beneficial in terms of both promoting competency and in fostering accreditation reciprocity between States.

Each examination shall adequately cover the topics included in the training course for that discipline. Each person who completes a

training course, passes the required examination, and fulfills whatever other requirements the State imposes must receive an accreditation certificate in a specific discipline. Whether a State directly issues accreditation certificates, or authorizes training providers to issue accreditation certificates, each certificate issued to an accredited person must contain the following minimum information:

a. A unique certificate number

b. Name of accredited person

c. Discipline of the training course completed.

d. Dates of the training course.

e. Date of the examination.

f. An expiration date of 1 year after the date upon which the person successfully completed the course and examination.

g. The name, address, and telephone number of the training provider that issued the certificate.

h. A statement that the person receiving the certificate has completed the requisite training for asbestos accreditation under TSCA Title II.

States or training providers who reaccredit persons based upon completion of required refresher training must also provide accreditation certificates with all of the above information, except the examination date may be omitted if a State does not require a refresher examination for reaccreditation.

Where a State licenses accredited persons but has authorized training providers to issue accreditation certificates, the State may issue licenses in the form of photo-identification cards. Where this applies, EPA recommends that the State licenses should include all of the same information required for the accreditation certificates. A State may also choose to issue photo-identification cards in addition to the required accreditation certificates.

Accredited persons must have their initial and current accreditation certificates at the location where they are conducting work.

2. The following are the requirements for examination in each discipline:

a. Worker:

i. 50 multiple-choice questions

ii. Passing score: 70 percent correct

b. Contractor/Supervisor:

i. 100 multiple-choice questions

ii. Passing score: 70 percent correct

c. Inspector:

i. 50 Multiple-choice questions

ii. Passing score: 70 percent correct

d. Management Planner:

i. 50 Multiple-choice questions

ii. Passing score: 70 percent correct

e. Project Designer:

i. 100 multiple-choice questions

ii. Passing score: 70 percent correct

D. Continuing Education

For all disciplines, a State's accreditation program shall include annual refresher training as a requirement for reaccreditation as indicated below:

1. Workers: One full day of refresher training.

2. Contractor/Supervisors: One full day of refresher training.

3. Inspectors: One half-day of refresher training.

4. Management Planners: One half-day of inspector refresher training and one half-day of refresher training for management planners.

5. Project Designers: One full day of refresher training.

The refresher courses shall be specific to each discipline. Refresher courses shall be conducted as separate and distinct courses and not combined with any other training during the period of the refresher course. For each discipline, the refresher course shall review and discuss changes in Federal, State, and local regulations, developments in state-of-the-art procedures, and a review of key aspects of the initial training course as determined by the State. After completing the annual refresher course, persons shall have their accreditation extended for an additional year from the date of the refresher course. A State may consider requiring persons to pass reaccreditation examinations at specific intervals (for example, every 3 years).

EPA recommends that States formally establish a 12-month grace period to enable formerly accredited persons with expired certificates to complete refresher training and have their accreditation status reinstated without having to re-take the initial training course.

E. Qualifications

In addition to requiring training and an examination, a State may require candidates for accreditation to meet other qualification and/or experience standards that the State considers appropriate for some or all disciplines. States may choose to consider requiring qualifications similar to the examples outlined below for inspectors, management planners and project designers. States may modify these examples as appropriate. In addition, States may want to include some requirements based on experience in performing a task directly as a part of a job or in an apprenticeship role. They may also wish to consider additional criteria for the approval of training course instructors beyond those prescribed by EPA.

1. Inspectors: Qualifications - possess a high school diploma. States may want to require an Associate's Degree in specific fields (e.g., environmental or physical sciences).

2. Management Planners: Qualifications - Registered architect, engineer, or certified industrial hygienist or related scientific field.

3. Project Designers: Qualifications - registered architect, engineer, or certified industrial hygienist.

4. Asbestos Training Course Instructor: Qualifications - academic credentials and/or field experience in asbestos abatement.

EPA recommends that States prescribe minimum qualification standards for training instructors employed by training providers.

F. Recordkeeping Requirements for Training Providers

All approved providers of accredited asbestos training courses must comply with the following minimum recordkeeping requirements.

1. Training course materials. A training provider must retain copies of all instructional materials used in the delivery of the classroom training such as student manuals, instructor notebooks and handouts.

2. Instructor qualifications. A training provider must retain copies of all instructors' resumes, and the documents approving each instructor issued by either EPA or a State. Instructors must be approved by either EPA or a State before teaching courses for accreditation purposes. A training provider must notify EPA or the State, as appropriate, in advance whenever it changes course instructors. Records must accurately identify the instructors that taught each particular course for each date that a course is offered.

3. Examinations. A training provider must document that each person who receives an accreditation certificate for an initial training course has achieved a passing score on the examination. These records must clearly indicate the date upon which the exam was administered, the training course and discipline for which the exam was given, the name of the person who proctored the exam, a copy of the exam, and the name and test score of each person taking the exam. The topic and dates of the training course must correspond to those listed on that person's accreditation certificate. States may choose to apply these same requirements to examinations for refresher training courses.

4. Accreditation certificates. The training providers or States, whichever issues the accreditation certificate, shall maintain records that document the names of all persons who have been awarded certificates, their certificate numbers, the disciplines for which accreditation was conferred, training and expiration dates, and the training location. The training provider or State shall maintain the records in a manner that allows verification by telephone of the required information.

5. Verification of certificate information. EPA recommends that training providers of refresher training courses confirm that their students possess valid accreditation before granting course admission. EPA further recommends that training providers offering the initial management planner training course verify that students have met the prerequisite of possessing valid inspector accreditation at the time of course admission.

6. Records retention and access. (a) The training provider shall maintain all required records for a minimum of 3 years. The training provider, however, may find it advantageous to retain these records for a longer period of time.

(b) The training provider must allow reasonable access to all of the records required by the MAP, and to any other records which may be required by States for the approval of asbestos training providers or the accreditation of asbestos training courses, to both EPA and to State Agencies, on request. EPA encourages training providers to make this information equally accessible to the general public.

(c) If a training provider ceases to conduct training, the training provider shall notify the approving government body (EPA or the State) and give it the opportunity to take possession of that providers asbestos training records.

G. Deaccreditation

1. States must establish criteria and procedures for deaccrediting persons accredited as workers, contractor/supervisors, inspectors, management planners, and project designers. States must follow their own administrative procedures in pursuing deaccreditation actions. At a minimum, the criteria shall include:

(a) Performing work requiring accreditation at a job site without being in physical possession of initial and current accreditation certificates;

(b) Permitting the duplication or use of one's own accreditation certificate by another;

(c) Performing work for which accreditation has not been received; or

(d) Obtaining accreditation from a training provider that does not have approval to offer training for the particular discipline from either EPA or from a State that has a contractor accreditation plan at least as stringent as the EPA MAP.

EPA may directly pursue deaccreditation actions without reliance on State deaccreditation or enforcement authority or actions. In addition to the above-listed situations, the Administrator may suspend or revoke the accreditation of persons who have been subject to a final order imposing a civil penalty or convicted under section 16 of TSCA, 15 U.S.C. 2615 or 2647, for violations of 40 CFR part 763, or section 113 of the Clean

Air Act, 42 U.S.C. 7413, for violations of 40 CFR part 61, subpart M.

2. Any person who performs asbestos work requiring accreditation under section 206(a) of TSCA, 15 U.S.C. 2646(a), without such accreditation is in violation of TSCA. The following persons are not accredited for purposes of section 206(a) of TSCA:

(a) Any person who obtains accreditation through fraudulent representation of training or examination documents;

(b) Any person who obtains training documentation through fraudulent means;

(c) Any person who gains admission to and completes refresher training through fraudulent representation of initial or previous refresher training documentation; or

(d) Any person who obtains accreditation through fraudulent representation of accreditation requirements such as education, training, professional registration, or experience.

H. Reciprocity

EPA recommends that each State establish reciprocal arrangements with other States that have established accreditation programs that meet or exceed the requirements of the MAP. Such arrangements might address cooperation in licensing determinations, the review and approval of training programs and/or instructors, candidate testing and exam administration, curriculum development, policy formulation, compliance monitoring, and the exchange of information and data. The benefits to be derived from these arrangements include a potential cost-savings from the reduction of duplicative activity and the attainment of a more professional accredited workforce as States are able to refine and improve the effectiveness of their programs based upon the experience and methods of other States.

I. Electronic Reporting

States that choose to receive electronic documents must include, at a minimum, the requirements of 40 CFR Part 3—(Electronic reporting) in their programs.

II. EPA Approval Process for State Accreditation Programs

A. States may seek approval for a single discipline or all disciplines as specified in the MAP. For example, a State that currently only requires worker accreditation may receive EPA approval for that discipline alone. EPA encourages States that currently do not have accreditation requirements for all disciplines required under section 206(b)(2) of TSCA, 15 U.S.C. 2646(b)(2), to seek EPA approval for those disciplines the State does accredit. As States establish accreditation requirements for the remaining disciplines, the requested information outlined below should be submitted to EPA as soon as possible. Any State that had an accreditation program approved by EPA under an earlier version of the MAP may follow the same procedures to obtain EPA approval of their accreditation program under this MAP.

B. Partial approval of a State Program for the accreditation of one or more disciplines does not mean that the State is in full compliance with TSCA where the deadline for that State to have adopted a State Plan no less stringent than the MAP has already passed. State Programs which are at least as stringent as the MAP for one or more of the accredited disciplines may, however, accredit persons in those disciplines only.

C. States seeking EPA approval or reapproval of accreditation programs shall submit the following information to the Regional Asbestos Coordinator at their EPA Regional office:

1. A copy of the legislation establishing or upgrading the State's accreditation program (if applicable).

2. A copy of the State's accreditation regulations or revised regulations.

3. A letter to the Regional Asbestos Coordinator that clearly indicates how the State meets the program requirements of this MAP. Addresses for each of the Regional Asbestos Coordinators are shown below:

EPA, Region I, (ATC-111) Asbestos Coordinator, JFK Federal Bldg., Boston, MA 02203-2211, (617) 565-3836.

EPA, Region II, (MS-500), Asbestos Coordinator, 2890 Woodbridge Ave., Edison, NJ 08837-3679, (908) 321-6671.

EPA, Region III, (3AT-33), Asbestos Coordinator, 841 Chestnut Bldg., Philadelphia, PA 19107, (215) 597-3160.

EPA, Region IV, Asbestos Coordinator, 345 Courtland St., N.E., Atlanta, GA 30365, (404) 347-5014.

EPA, Region V, (SP-14J), Asbestos Coordinator, 77 W. Jackson Blvd., Chicago, IL 60604-3590, (312) 886-6003.

EPA, Region VI, (6T-PT), Asbestos Coordinator, 1445 Ross Ave. Dallas, TX 75202-2744, (214) 655-7244.

EPA, Region VII, (ARTX/ASBS), Asbestos Coordinator, 726 Minnesota Ave., Kansas City, KS 66101, (913) 551-7020.

EPA, Region VIII, (8AT-TS), Asbestos Coordinator, 1 Denver Place, Suite 500 999 - 18th St., Denver, CO 80202-2405, (303) 293-1442.

EPA, Region IX, (A-4-4), Asbestos Coordinator, 75 Hawthorne St., San Francisco, CA 94105, (415) 744-1128.

EPA, Region X, (AT-083), Asbestos Coordinator, 1200 Sixth Ave., Seattle, WA 98101, (206) 553-4762.

EPA maintains a listing of all those States that have applied for and received EPA approval for having accreditation requirements that are at least as stringent as the MAP for one or more disciplines. Any training courses

approved by an EPA-approved State Program are considered to be EPA-approved for purposes of accreditation.

III. Approval of Training Courses

Individuals or groups wishing to sponsor training courses for disciplines required to be accredited under section 206(b)(1)(A) of TSCA, 15 U.S.C. 2646(b)(1)(A), may apply for approval from States that have accreditation program requirements that are at least as stringent as this MAP. For a course to receive approval, it must meet the requirements for the course as outlined in this MAP, and any other requirements imposed by the State from which approval is being sought. Courses that have been approved by a State with an accreditation program at least as stringent as this MAP are approved under section 206(a) of TSCA, 15 U.S.C. 2646(a), for that particular State, and also for any other State that does not have an accreditation program as stringent as this MAP.

A. Initial Training Course Approval

A training provider must submit the following minimum information to a State as part of its application for the approval of each training course:

1. The course provider's name, address, and telephone number.
2. A list of any other States that currently approve the training course.
3. The course curriculum.
4. A letter from the provider of the training course that clearly indicates how the course meets the MAP requirements for:
   a. Length of training in days.
   b. Amount and type of hands-on training.
   c. Examination (length, format, and passing score).
   d. Topics covered in the course.
5. A copy of all course materials (student manuals, instructor notebooks, handouts, etc.).
6. A detailed statement about the development of the examination used in the course.
7. Names and qualifications of all course instructors. Instructors must have academic and/or field experience in asbestos abatement.
8. A description of and an example of the numbered certificates issued to students who attend the course and pass the examination.

B. Refresher Training Course Approval

The following minimum information is required for approval of refresher training courses by States:

1. The length of training in half-days or days.
2. The topics covered in the course.
3. A copy of all course materials (student manuals, instructor notebooks, handouts, etc.).
4. The names and qualifications of all course instructors. Instructors must have academic and/or field experience in asbestos abatement.
5. A description of and an example of the numbered certificates issued to students who complete the refresher course and pass the examination, if required.

C. Withdrawal of Training Course Approval

States must establish criteria and procedures for suspending or withdrawing approval from accredited training programs. States should follow their own administrative procedures in pursuing actions for suspension or withdrawal of approval of training programs. At a minimum, the criteria shall include:

(1) Misrepresentation of the extent of a training course's approval by a State or EPA;

(2) Failure to submit required information or notifications in a timely manner;

(3) Failure to maintain requisite records;

(4) Falsification of accreditation records, instructor qualifications, or other accreditation information; or

(5) Failure to adhere to the training standards and requirements of the EPA MAP or State Accreditation Program, as appropriate.

In addition to the criteria listed above, EPA may also suspend or withdraw a training course's approval where an approved training course instructor, or other person with supervisory authority over the delivery of training has been found in violation of other asbestos regulations administered by EPA. An administrative or judicial finding of violation, or execution of a consent agreement and order under 40 CFR 22.18, constitutes evidence of a failure to comply with relevant statutes or regulations. States may wish to adopt this criterion modified to include their own asbestos statutes or regulations. EPA may also suspend or withdraw approval of training programs where a training provider has submitted false information as a part of the self-certification required under Unit V.B. of the revised MAP.

Training course providers shall permit representatives of EPA or the State which approved their training courses to attend, evaluate, and monitor any training course without charge. EPA or State compliance inspection staff are not required to give advance notice of their inspections. EPA may suspend or withdraw State or EPA approval of a training course based upon the criteria specified in this Unit III.C.

IV. EPA Procedures for Suspension or Revocation of Accreditation or Training Course Approval.

A. If the Administrator decides to suspend or revoke the accreditation of any person or

suspend or withdraw the approval of a training course, the Administrator will notify the affected entity of the following:

1. The grounds upon which the suspension, revocation, or withdrawal is based.

2. The time period during which the suspension, revocation, or withdrawal is effective, whether permanent or otherwise.

3. The conditions, if any, under which the affected entity may receive accreditation or approval in the future.

4. Any additional conditions which the Administrator may impose.

5. The opportunity to request a hearing prior to final Agency action to suspend or revoke accreditation or suspend or withdraw approval.

B. If a hearing is requested by the accredited person or training course provider pursuant to the preceding paragraph, the Administrator will:

1. Notify the affected entity of those assertions of law and fact upon which the action to suspend, revoke, or withdraw is based.

2. Provide the affected entity an opportunity to offer written statements of facts, explanations, comments, and arguments relevant to the proposed action.

3. Provide the affected entity such other procedural opportunities as the Administrator may deem appropriate to ensure a fair and impartial hearing.

4. Appoint an EPA attorney as Presiding Officer to conduct the hearing. No person shall serve as Presiding Officer if he or she has had any prior connection with the specific case.

C. The Presiding Officer appointed pursuant to the preceding paragraph shall:

1. Conduct a fair, orderly, and impartial hearing, without unnecessary delay.

2. Consider all relevant evidence, explanation, comment, and argument submitted pursuant to the preceding paragraph.

3. Promptly notify the affected entity of his or her decision and order. Such an order is a final Agency action.

D. If the Administrator determines that the public health, interest, or welfare warrants immediate action to suspend the accreditation of any person or the approval of any training course provider, the Administrator will:

1. Notify the affected entity of the grounds upon which the emergency suspension is based;

2. Notify the affected entity of the time period during which the emergency suspension is effective.

3. Notify the affected entity of the Administrator's intent to suspend or revoke accreditation or suspend or withdraw training course approval, as appropriate, in accordance with Unit IV.A. above. If such suspension, revocation, or withdrawal notice has not previously been issued, it will be issued at the same time the emergency suspension notice is issued.

E. Any notice, decision, or order issued by the Administrator under this section, and any documents filed by an accredited person or approved training course provider in a hearing under this section, shall be available to the public except as otherwise provided by section 14 of TSCA or by 40 CFR part 2. Any such hearing at which oral testimony is presented shall be open to the public, except that the Presiding Officer may exclude the public to the extent necessary to allow presentation of information which may be entitled to confidential treatment under section 14 of TSCA or 40 CFR part 2.

V. Implementation Schedule

The various requirements of this MAP become effective in accordance with the following schedules:

A. Requirements applicable to State Programs

1. Each State shall adopt an accreditation plan that is at least as stringent as this MAP within 180 days after the commencement of the first regular session of the legislature of the State that is convened on or after April 4, 1994.

2. If a State has adopted an accreditation plan at least as stringent as this MAP as of April 4, 1994, the State may continue to:

a. Conduct TSCA training pursuant to this MAP.

b. Approve training course providers to conduct training and to issue accreditation that satisfies the requirements for TSCA accreditation under this MAP.

c. Issue accreditation that satisfies the requirements for TSCA accreditation under this MAP.

3. A State that had complied with an earlier version of the MAP, but has not adopted an accreditation plan at least as stringent as this MAP by April 4, 1994, may:

a. Conduct TSCA training which remains in compliance with the requirements of Unit V.B. of this MAP. After such training has been self-certified in accordance with Unit V.B. of this MAP, the State may issue accreditation that satisfies the requirement for TSCA accreditation under this MAP.

b. Sustain its approval for any training course providers to conduct training and issue TSCA accreditation that the State had approved before April 4, 1994, and that remain in compliance with Unit V.B. of this MAP.

c. Issue accreditation pursuant to an earlier version of the MAP that provisionally satisfies the requirement for TSCA accreditation until October 4, 1994.

Such a State may not approve new TSCA training course providers to conduct training or to issue TSCA accreditation that satisfies

the requirements of this MAP until the State adopts an accreditation plan that is at least as stringent as this MAP.

4. A State that had complied with an earlier version of the MAP, but fails to adopt a plan as stringent as this MAP by the deadline established in Unit V.A.1., is subject to the following after that deadline date:

a. The State loses any status it may have held as an EPA-approved State for accreditation purposes under section 206 of TSCA, 15 U.S.C. 2646.

b. All training course providers approved by the State lose State approval to conduct training and issue accreditation that satisfies the requirements for TSCA accreditation under this MAP.

c. The State may not:

i. Conduct training for accreditation purposes under section 206 of TSCA, 15 U.S.C. 2646.

ii. Approve training course providers to conduct training or issue accreditation that satisfies the requirements for TSCA accreditation; or

iii. Issue accreditation that satisfies the requirement for TSCA accreditation.

EPA will extend EPA-approval to any training course provider that loses State approval because the State does not comply with the deadline, so long as the provider is in compliance with Unit V.B. of this MAP, and the provider is approved by a State that had complied with an earlier version of the MAP as of the day before the State loses its EPA approval.

5. A State that does not have an accreditation program that satisfies the requirements for TSCA accreditation under either an earlier version of the MAP or this MAP, may not:

a. Conduct training for accreditation purposes under section 206 of TSCA, 15 U.S.C. 2646;

b. Approve training course providers to conduct training or issue accreditation that satisfies the requirements for TSCA accreditation; or

c. Issue accreditation that satisfies the requirement for TSCA accreditation.

B. Requirements applicable to Training Courses and Providers

As of October 4, 1994, an approved training provider must certify to EPA and to any State that has approved the provider for TSCA accreditation, that each of the provider's training courses complies with the requirements of this MAP. The written submission must document in specific detail the changes made to each training course in order to comply with the requirements of this MAP and clearly state that the provider is also in compliance with all other requirements of this MAP, including the new recordkeeping and certificate provisions. Each submission must include the following statement signed by an authorized representative of the training provider: ''Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001 and 15 U.S.C. 2615), I certify that the training described in this submission complies with all applicable requirements of Title II of TSCA, 40 CFR part 763, Appendix C to Subpart E, as revised, and any other applicable Federal, state, or local requirements.'' A consolidated self-certification submission from each training provider that addresses all of its approved training courses is permissible and encouraged.

The self-certification must be sent via registered mail, to EPA Headquarters at the following address: Attn. Self-Certification Program, Field Programs Branch, Chemical Management Division (7404), Office of Pollution Prevention and Toxics, Environmental Protection Agency, 1200 Pennsylvania Ave., NW., Washington, DC 20460. A duplicate copy of the complete submission must also be sent to any States from which approval had been obtained.

The timely receipt of a complete self-certification by EPA and all approving States shall have the effect of extending approval under this MAP to the training courses offered by the submitting provider. If a self-certification is not received by the approving government bodies on or before the due date, the affected training course is not approved under this MAP. Such training providers must then reapply for approval of these training courses pursuant to the procedures outlined in Unit III.

C. Requirements applicable to Accredited Persons.

Persons accredited by a State with an accreditation program no less stringent than an earlier version of the MAP or by an EPA-approved training provider as of April 3, 1994, are accredited in accordance with the requirements of this MAP, and are not required to retake initial training. They must continue to comply with the requirements for annual refresher training in Unit I.D. of the revised MAP.

D. Requirements applicable to Non-Accredited Persons.

In order to perform work requiring accreditation under TSCA Title II, persons who are not accredited by a State with an accreditation program no less stringent than an earlier version of the MAP or by an EPA-approved training provider as of April 3, 1994, must comply with the upgraded training requirements of this MAP by no later than October 4, 1994. Non-accredited persons may obtain initial accreditation on a provisional basis by successfully completing any of the training programs approved under an earlier

version of the MAP, and thereby perform work during the first 6 months after this MAP takes effect. However, by October 4, 1994, these persons must have successfully completed an upgraded training program that fully complies with the requirements of this MAP in order to continue to perform work requiring accreditation under section 206 of TSCA, 15 U.S.C. 2646.

[59 FR 5251, Feb. 3, 1994, as amended at 60 FR 31922, June 19, 1995; 70 FR 59889, Oct. 13, 2005]

APPENDIX D TO SUBPART E OF PART 763—TRANSPORT AND DISPOSAL OF ASBESTOS WASTE

For the purposes of this appendix, transport is defined as all activities from receipt of the containerized asbestos waste at the generation site until it has been unloaded at the disposal site. Current EPA regulations state that there must be no visible emissions to the outside air during waste transport. However, recognizing the potential hazards and subsequent liabilities associated with exposure, the following additional precautions are recommended.

Recordkeeping. Before accepting wastes, a transporter should determine if the waste is properly wetted and containerized. The transporter should then require a chain-of-custody form signed by the generator. A chain-of-custody form may include the name and address of the generator, the name and address of the pickup site, the estimated quantity of asbestos waste, types of containers used, and the destination of the waste. The chain-of-custody form should then be signed over to a disposal site operator to transfer responsibility for the asbestos waste. A copy of the form signed by the disposal site operator should be maintained by the transporter as evidence of receipt at the disposal site.

Waste handling. A transporter should ensure that the asbestos waste is properly contained in leak-tight containers with appropriate labels, and that the outside surfaces of the containers are not contaminated with asbestos debris adhering to the containers. If there is reason to believe that the condition of the asbestos waste may allow significant fiber release, the transporter should not accept the waste. Improper containerization of wastes is a violation of the NESHAPs regulation and should be reported to the appropriate EPA Regional Asbestos NESHAPs contact below:

Region I

Asbestos NESHAPs Contact, Air Management Division, USEPA, Region I, JFK Federal Building, Boston, MA 02203, (617) 223–3266.

Region II

Asbestos NESHAPs Contact, Air & Waste Management Division, USEPA, Region II, 26 Federal Plaza, New York, NY 10007, (212) 264–6770.

Region III

Asbestos NESHAPs Contact, Air Management Division, USEPA, Region III, 841 Chestnut Street, Philadelphia, PA 19107, (215) 597–9325.

Region IV

Asbestos NESHAPs Contact, Air, Pesticide & Toxic Management, USEPA, Region IV, 345 Courtland Street, NE., Atlanta, GA 30365, (404) 347–4298.

Region V

Asbestos NESHAPs Contact, Air Management Division, USEPA, Region V, 77 West Jackson Boulevard, Chicago, IL 60604, (312) 353–6793.

Region VI

Asbestos NESHAPs Contact, Air & Waste Management Division, USEPA, Region VI, 1445 Ross Avenue, Dallas, TX 75202, (214) 655–7229.

Region VII

Asbestos NESHAPs Contact, Air & Waste Management Division, USEPA, Region VII, 726 Minnesota Avenue, Kansas City, KS 66101, (913) 236–2896.

Region VIII

Asbestos NESHAPs Contact, Air & Waste Management Division, USEPA, Region VIII, 999 18th Street, Suite 500, Denver, CO 80202, (303) 293–1814.

Region IX

Asbestos NESHAPs Contact, Air Management Division, USEPA, Region IX, 215 Fremont Street, San Francisco, CA 94105, (415) 974–7633.

Region X

Asbestos NESHAPs Contact, Air & Toxics Management Division, USEPA, Region X, 1200 Sixth Avenue, Seattle, WA 98101, (206) 442–2724.

Once the transporter is satisfied with the condition of the asbestos waste and agrees to handle it, the containers should be loaded into the transport vehicle in a careful manner to prevent breaking of the containers. Similarly, at the disposal site, the asbestos waste containers should be transferred carefully to avoid fiber release.

Waste transport. Although there are no regulatory specifications regarding the transport vehicle, it is recommended that vehicles

used for transport of containerized asbestos waste have an enclosed carrying compartment or utilize a canvas covering sufficient to contain the transported waste, prevent damage to containers, and prevent fiber release. Transport of large quantities of asbestos waste is commonly conducted in a 20-cubic-yard ''roll off'' box, which should also be covered. Vehicles that use compactors to reduce waste volume should not be used because these will cause the waste containers to rupture. Vacuum trucks used to transport waste slurry must be inspected to ensure that water is not leaking from the truck.

Disposal involves the isolation of asbestos waste material in order to prevent fiber release to air or water. Landfilling is recommended as an environmentally sound isolation method because asbestos fibers are virtually immobile in soil. Other disposal techniques such as incineration or chemical treatment are not feasible due to the unique properties of asbestos. EPA has established asbestos disposal requirements for active and inactive disposal sites under NESHAPs (40 CFR Part 61, subpart M) and specifies general requirements for solid waste disposal under RCRA (40 CFR Part 257). Advance EPA notification of the intended disposal site is required by NESHAPs.

Selecting a disposal facility. An acceptable disposal facility for asbestos wastes must adhere to EPA's requirements of no visible emissions to the air during disposal, or minimizing emissions by covering the waste within 24 hours. The minimum required cover is 6 inches of nonasbestos material, normally soil, or a dust-suppressing chemical. In addition to these Federal requirements, many state or local government agencies require more stringent handling procedures. These agencies usually supply a list of ''approved'' or licensed asbestos disposal sites upon request. Solid waste control agencies are listed in local telephone directories under state, county, or city headings. A list of state solid waste agencies may be obtained by calling the RCRA hotline: 1–800–424–9346 (382–3000 in Washington, DC). Some landfill owners or operators place special requirements on asbestos waste, such as placing all bagged waste into 55-gallon metal drums. Therefore, asbestos removal contractors should contact the intended landfill before arriving with the waste.

Receiving asbestos waste. A landfill approved for receipt of asbestos waste should require notification by the waste hauler that the load contains asbestos. The landfill operator should inspect the loads to verify that asbestos waste is properly contained in leak-tight containers and labeled appropriately. The appropriate EPA Regional Asbestos NESHAPs Contact should be notified if the landfill operator believes that the asbestos waste is in a condition that may cause significant fiber release during disposal. In situations when the wastes are not properly containerized, the landfill operator should thoroughly soak the asbestos with a water spray prior to unloading, rinse out the truck, and immediately cover the wastes with nonasbestos material prior to compacting the waste in the landfill.

Waste deposition and covering. Recognizing the health dangers associated with asbestos exposure, the following procedures are recommended to augment current federal requirements:

- Designate a separate area for asbestos waste disposal. Provide a record for future landowners that asbestos waste has been buried there and that it would be hazardous to attempt to excavate that area. (Future regulations may require property deeds to identify the location of any asbestos wastes and warn against excavation.)
- Prepare a separate trench to receive asbestos wastes. The size of the trench will depend upon the quantity and frequency of asbestos waste delivered to the disposal site. The trenching technique allows application of soil cover without disturbing the asbestos waste containers. The trench should be ramped to allow the transport vehicle to back into it, and the trench should be as narrow as possible to reduce the amount of cover required. If possible, the trench should be aligned perpendicular to prevailing winds.
- Place the asbestos waste containers into the trench carefully to avoid breaking them. Be particularly careful with plastic bags because when they break under pressure asbestos particles can be emitted.
- Completely cover the containerized waste within 24 hours with a minimum of 6 inches of nonasbestos material. Improperly containerized waste is a violation of the NESHAPs and EPA should be notified.

However, if improperly containerized waste is received at the disposal site, it should be covered immediately after unloading. Only after the wastes, including properly containerized wastes, are completely covered, can the wastes be compacted or other heavy equipment run over it. During compacting, avoid exposing wastes to the air or tracking asbestos material away from the trench.

- For final closure of an area containing asbestos waste, cover with at least an additional 30 inches of compacted nonasbestos material to provide a 36-inch final cover. To control erosion of the final cover, it should be properly graded and vegetated. In areas of the United States where excessive soil erosion may occur or the frost line exceeds 3 feet, additional final cover is recommended. In desert areas where vegetation would be difficult to maintain, 3–6 inches of well graded crushed rock is recommended for placement on top of the final cover.

Controlling public access. Under the current NESHAPs regulation, EPA does not require

that a landfill used for asbestos disposal use warning signs or fencing if it meets the requirement to cover asbestos wastes. However, under RCRA, EPA requires that access be controlled to prevent exposure of the public to potential health and safety hazards at the disposal site. Therefore, for liability protection of operators of landfills that handle asbestos, fencing and warning signs are recommended to control public access when natural barriers do not exist. Access to a landfill should be limited to one or two entrances with gates that can be locked when left unattended. Fencing should be installed around the perimeter of the disposal site in a manner adequate to deter access by the general public. Chain-link fencing, 6-ft high and topped with a barbed wire guard, should be used. More specific fencing requirements may be specified by local regulations. Warning signs should be displayed at all entrances and at intervals of 330 feet or less along the property line of the landfill or perimeter of the sections where asbestos waste is deposited. The sign should read as follows:

ASBESTOS WASTE DISPOSAL SITE
BREATHING ASBESTOS DUST MAY CAUSE LUNG DISEASE AND CANCER

Recordkeeping. For protection from liability, and considering possible future requirements for notification on disposal site deeds, a landfill owner should maintain documentation of the specific location and quantity of the buried asbestos wastes. In addition, the estimated depth of the waste below the surface should be recorded whenever a landfill section is closed. As mentioned previously, such information should be recorded in the land deed or other record along with a notice warning against excavation of the area.

[52 FR 41897, Oct. 30, 1987, as amended at 62 FR 1834, Jan. 14, 1997]

APPENDIX E TO SUBPART E OF PART 763—INTERIM METHOD OF THE DETERMINATION OF ASBESTOS IN BULK INSULATION SAMPLES

SECTION 1. POLARIZED LIGHT MICROSCOPY

1.1 Principle and Applicability

Bulk samples of building materials taken for asbestos identification are first examined for homogeneity and preliminary fiber identification at low magnification. Positive identification of suspect fibers is made by analysis of subsamples with the polarized light microscope.

The principles of optical mineralogy are well established.[1,2] A light microscope equipped with two polarizing filters is used to observe specific optical characteristics of a sample. The use of plane polarized light allows the determination of refractive indices along specific crystallographic axes. Morphology and color are also observed. A retardation plate is placed in the polarized light path for determination of the sign of elongation using orthoscopic illumination. Orientation of the two filters such that their vibration planes are perpendicular (crossed polars) allows observation of the birefringence and extinction characteristics of anisotropic particles.

Quantitative analysis involves the use of point counting. Point counting is a standard technique in petrography for determining the relative areas occupied by separate minerals in thin sections of rock. Background information on the use of point counting[2] and the interpretation of point count data[3] is available.

This method is applicable to all bulk samples of friable insulation materials submitted for identification and quantitation of asbestos components.

1.2 Range

The point counting method may be used for analysis of samples containing from 0 to 100 percent asbestos. The upper detection limit is 100 percent. The lower detection limit is less than 1 percent.

1.3 Interferences

Fibrous organic and inorganic constituents of bulk samples may interfere with the identification and quantitation of the asbestos mineral content. Spray-on binder materials may coat fibers and affect color or obscure optical characteristics to the extent of masking fiber identity. Fine particles of other materials may also adhere to fibers to an extent sufficient to cause confusion in identification. Procedures that may be used for the removal of interferences are presented in Section 1.7.2.2.

1.4 Precision and Accuracy

Adequate data for measuring the accuracy and precision of the method for samples with various matrices are not currently available. Data obtained for samples containing a single asbestos type in a simple matrix are available in the EPA report *Bulk Sample Analysis for Asbestos Content: Evaluation of the Tentative Method.*[4]

1.5 Apparatus

1.5.1 Sample Analysis

A low-power binocular microscope, preferably stereoscopic, is used to examine the bulk insulation sample as received.

- *Microscope:* binocular, 10–45X (approximate).
- *Light Source:* incandescent or fluorescent.
- *Forceps, Dissecting Needles, and Probes*
- *Glassine Paper or Clean Glass Plate*

Compound microscope requirements: A polarized light microscope complete with polarizer, analyzer, port for wave retardation plate, 360° graduated rotating stage, substage condenser, lamp, and lamp iris.

- *Polarized Light Microscope:* described above.
- *Objective Lenses:* 10X, 20X, and 40X or near equivalent.
- *Dispersion Staining Objective Lens* (optional)
- *Ocular Lens:* 10X minimum.
- *Eyepiece Reticle:* cross hair or 25 point Chalkley Point Array.
- *Compensator Plate:* 550 millimicron retardation.

1.5.2 Sample Preparation

Sample preparation apparatus requirements will depend upon the type of insulation sample under consideration. Various physical and/or chemical means may be employed for an adequate sample assessment.

- *Ventilated Hood* or negative pressure glove box.
- *Microscope Slides*
- *Coverslips*
- *Mortar and Pestle:* agate or porcelain. (optional)
- *Wylie Mill* (optional)
- *Beakers and Assorted Glassware* (optional)
- *Certrifuge* (optional)
- *Filtration apparatus* (optional)
- *Low temperature asher* (optional)

1.6 Reagents

1.6.1 Sample Preparation

- *Distilled Water (optional)*
- *Dilute CH_3COOH:* ACS reagent grade (optional)
- *Dilute HCl:* ACS reagent grade (optional)
- *Sodium metaphosphate* $(NaPO_3)_6$ (optional)

1.6.2 Analytical Reagents

Refractive Index Liquids: 1.490–1.570, 1.590–1.720 in increments of 0.002 or 0.004.

- *Refractive Index Liquids for Dispersion Staining:* high-dispersion series, 1.550, 1.605, 1.630 (optional).
- *UICC Asbestos Reference Sample Set:* Available from: UICC MRC Pneumoconiosis Unit, Llandough Hospital, Penarth, Glamorgan CF6 1XW, UK, and commercial distributors.
- *Tremolite-asbestos* (source to be determined)
- *Actinolite-asbestos* (source to be determined)

1.7 Procedures

NOTE: Exposure to airborne asbestos fibers is a health hazard. Bulk samples submitted for analysis are usually friable and may release fibers during handling or matrix reduction steps. All sample and slide preparations should be carried out in a ventilated hood or glove box with continuous airflow (negative pressure). Handling of samples without these precautions may result in exposure of the analyst and contamination of samples by airborne fibers.

1.7.1 Sampling

Samples for analysis of asbestos content shall be taken in the manner prescribed in Reference 5 and information on design of sampling and analysis programs may be found in Reference 6. If there are any questions about the representative nature of the sample, another sample should be requested before proceeding with the analysis.

1.7.2 Analysis

1.7.2.1 Gross Examination

Bulk samples of building materials taken for the identification and quantitation of asbestos are first examined for homogeneity at low magnification with the aid of a stereomicroscope. The core sample may be examined in its container or carefully removed from the container onto a glassine transfer paper or clean glass plate. If possible, note is made of the top and bottom orientation. When discrete strata are identified, each is treated as a separate material so that fibers are first identified and quantified in that layer only, and then the results for each layer are combined to yield an estimate of asbestos content for the whole sample.

1.7.2.2 Sample Preparation

Bulk materials submitted for asbestos analysis involve a wide variety of matrix materials. Representative subsamples may not be readily obtainable by simple means in heterogeneous materials, and various steps may be required to alleviate the difficulties encountered. In most cases, however, the best preparation is made by using forceps to sample at several places from the bulk material. Forcep samples are immersed in a refractive index liquid on a microscope slide, teased apart, covered with a cover glass, and observed with the polarized light microscope.

Alternatively, attempts may be made to homogenize the sample or eliminate interferences before further characterization. The selection of appropriate procedures is dependent upon the samples encountered and personal preference. The following are presented as possible sample preparation steps.

A mortar and pestle can sometimes be used in the size reduction of soft or loosely bound materials though this may cause matting of some samples. Such samples may be reduced in a Wylie mill. Apparatus should be clean and extreme care exercised to avoid cross-contamination of samples. Periodic checks of the particle sizes should be made during the grinding operation so as to preserve any fiber bundles present in an identifiable form. These procedures are not recommended for samples that contain amphibole minerals or

vermiculite. Grinding of amphiboles may result in the separation of fiber bundles or the production of cleavage fragments with aspect ratios greater than 3:1. Grinding of vermiculite may also produce fragments with aspect ratios greater than 3:1.

Acid treatment may occasionally be required to eliminate interferences. Calcium carbonate, gypsum, and bassanite (plaster) are frequently present in sprayed or trowelled insulations. These materials may be removed by treatment with warm dilute acetic acid. Warm dilute hydrochloric acid may also be used to remove the above materials. If acid treatment is required, wash the sample at least twice with distilled water, being careful not to lose the particulates during decanting steps. Centrifugation or filtration of the suspension will prevent significant fiber loss. The pore size of the filter should be 0.45 micron or less. Caution: prolonged acid contact with the sample may alter the optical characteristics of chrysotile fibers and should be avoided.

Coatings and binding materials adhering to fiber surfaces may also be removed by treatment with sodium metaphosphate.[7] Add 10 mL of 10g/L sodium metaphosphate solution to a small (0.1 to 0.5 mL) sample of bulk material in a 15-mL glass centrifuge tube. For approximately 15 seconds each, stir the mixture on a vortex mixer, place in an ultrasonic bath and then shake by hand. Repeat the series. Collect the dispersed solids by centrifugation at 1000 rpm for 5 minutes. Wash the sample three times by suspending in 10 mL distilled water and recentrifuging. After washing, resuspend the pellet in 5 mL distilled water, place a drop of the suspension on a microscope slide, and dry the slide at 110 °C.

In samples with a large portion of cellulosic or other organic fibers, it may be useful to ash part of the sample and view the residue. Ashing should be performed in a low temperature asher. Ashing may also be performed in a muffle furnace at temperatures of 500 °C or lower. Temperatures of 550 °C or higher will cause dehydroxylation of the asbestos minerals, resulting in changes of the refractive index and other key parameters. If a muffle furnace is to be used, the furnace thermostat should be checked and calibrated to ensure that samples will not be heated at temperatures greater than 550 °C.

Ashing and acid treatment of samples should not be used as standard procedures. In order to monitor possible changes in fiber characteristics, the material should be viewed microscopically before and after any sample preparation procedure. Use of these procedures on samples to be used for quantitation requires a correction for percent weight loss.

1.7.2.3 Fiber Identification

Positive identification of asbestos requires the determination of the following optical properties.

- Morphology
- Color and pleochroism
- Refractive indices
- Birefringence
- Extinction characteristics
- Sign of elongation

Table 1–1 lists the above properties for commercial asbestos fibers. Figure 1–1 presents a flow diagram of the examination procedure. Natural variations in the conditions under which deposits of asbestiform minerals are formed will occasionally produce exceptions to the published values and differences from the UICC standards. The sign of elongation is determined by use of the compensator plate and crossed polars. Refractive indices may be determined by the Becke line test. Alternatively, dispersion staining may be used. Inexperienced operators may find that the dispersion staining technique is more easily learned, and should consult Reference 9 for guidance. Central stop dispersion staining colors are presented in Table 1–2. Available high-dispersion (HD) liquids should be used.

TABLE 1–1—OPTICAL PROPERTIES OF ASBESTOC FIBERS

Mineral	Morphology, color[a]	Refrac- tive indices[b]		Birefring- ence	Extinction	Sign of elonation
		α	γ			
Chrysotile (asbestiform serpentine).	Wavy fibers. Fiber bundles have splayed ends and "kinks". Aspect ratio typically >10:1. Colorless[3], nonpleochroic.	1.493–1.560	1.517–1.562[f] (normally 1.556).	.008	| to fiber length.	+ (length slow)
Amosite (asbestiform grunerite).	Straight, rigid fibers. Aspect ratio typically >10:1. Colorless to brown, nonpleochroic or weakly so. Opaque inclusions may be present.	1.635–1.696	1.655–1.729[f] (normally 1.696–1.710.	.020–.033	| to fiber length.	+ (length slow)

TABLE 1–1—OPTICAL PROPERTIES OF ASBESTOC FIBERS—Continued

Mineral	Morphology, color[a]	Refrac- tive indices[b]		Birefring- ence	Extinction	Sign of elonation
		α	γ			
Crocidolite (asbestiform Riebeckite).	Straight, rigid fibers. Thick fibers and bundles common, blue to purple-blue in color. Pleochroic. Birefringence is generally masked by blue color.	1.654–1.701	1.668–1.717[3e] (normally close to 1.700).	.014–.016	| to fiber length.	– (length fast)
Anthophyllite-asbestos.	Straight fibers and acicular cleavage fragments.[d] Some composite fibers. Aspect ratio <10:1. Colorless to light brown.	1.596–1.652	1.615–1.676[f].	.019–.024	| to fiber length.	+ (length slow)
Tremolite-actinolite-asbestos.	Normally present as acicular or prismatic cleavage fragments.[d] Single crystals predominate, aspect ratio <10:1. Colorless to pale green.	1.599–1.668	1.622–1.688[f].	.023–.020	Oblique extinction, 10–20° for fragments. Composite fibers show | extinction.	+ (length slow)

[a] From reference 5; colors cited are seen by observation with plane polarized light.
[b] From references 5 and 8.
[c] Fibers subjected to heating may be brownish.
[d] Fibers defined as having aspect ratio >3:1.
[e] to fiber length.
[f] |To fiber length.

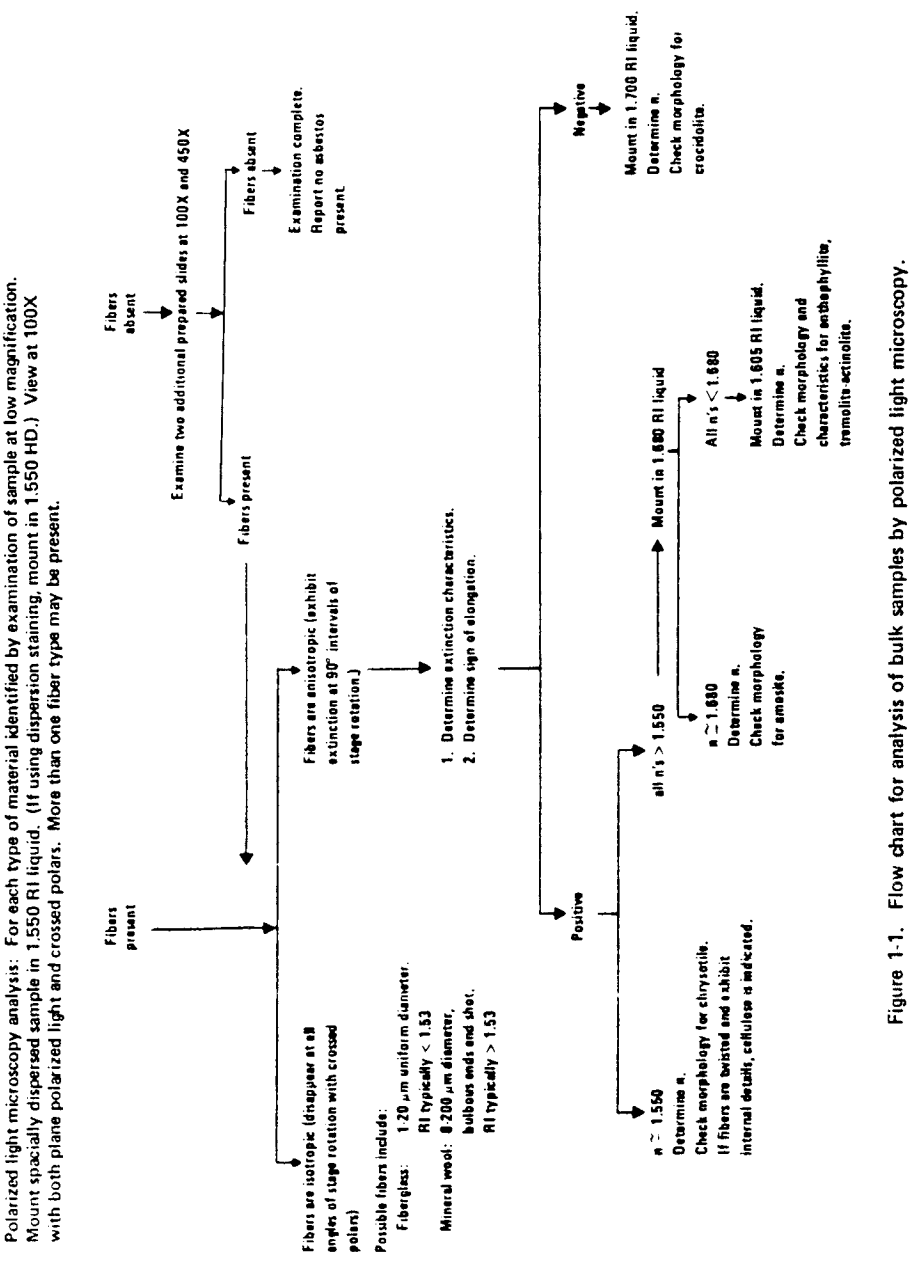


Figure 1-1. Flow chart for analysis of bulk samples by polarized light microscopy.

TABLE 1–2—CENTRAL STOP DISPERSION STAINING COLORS[A]

Mineral	RI Liquid	η	η|
Chrysotile	1.550 HD	Blue	Blue-magenta
Amosite	1.680	Blue-magenta to pale blue.	Golden-yellow
	1.550HD	Yellow to white.	Yellow to white
Crocidolite[b] ..	1.700	Red magenta	Blue-magenta
	1.550HD	Yellow to white.	Yellow to white
Anthophyllite	1.605HD	Blue	Gold to gold-magenta
Tremolite	1.605HD c	Pale blue	Gold
Actinolite	1.605HD	Gold-magenta to blue.	Gold
	1.630HD c	Magenta	Golden-yellow

[a] From reference 9.
[b] Blue absorption color.
[c] Oblique extinction view.

1.7.2.4 Quantitation of Asbestos Content

Asbestos quantitation is performed by a point-counting procedure or an equivalent estimation method. An ocular reticle (cross-hair or point array) is used to visually superimpose a point or points on the microscope field of view. Record the number of points positioned directly above each kind of particle or fiber of interest. Score only points directly over asbestos fibers or nonasbestos matrix material. Do not score empty points for the closest particle. If an asbestos fiber and a matrix particle overlap so that a point is superimposed on their visual intersection, a point is scored for both categories. Point counting provides a determination of the area percent asbestos. Reliable conversion of area percent to percent of dry weight is not currently feasible unless the specific gravities and relative volumes of the materials are known.

For the purpose of this method, ''asbestos fibers'' are defined as having an aspect ratio greater than 3:1 and being positively identified as one of the minerals in Table 1–1.

A total of 400 points superimposed on either asbestos fibers or nonasbestos matrix material must be counted over at least eight different preparations of representative subsamples. Take eight forcep samples and mount each separately with the appropriate refractive index liquid. The preparation should not be heavily loaded. The sample should be uniformly dispersed to avoid overlapping particles and allow 25–50 percent empty area within the fields of view. Count 50 nonempty points on each preparation, using either

- A cross-hair reticle and mechanical stage; or
- A reticle with 25 points (Chalkley Point Array) and counting at least 2 randomly selected fields.

For samples with mixtures of isotropic and anisotropic materials present, viewing the sample with slightly uncrossed polars or the addition of the compensator plate to the polarized light path will allow simultaneous discrimination of both particle types. Quantitation should be performed at 100X or at the lowest magnification of the polarized light microscope that can effectively distinguish the sample components. Confirmation of the quantitation result by a second analyst on some percentage of analyzed samples should be used as standard quality control procedure.

The percent asbestos is calculated as follows:

% asbestos=(a/n) 100%

where

a=number of asbestos counts,
n=number of nonempty points counted (400).

If a=0, report ''No asbestos detected.'' If 0< a≤3, report ''<1% asbestos''.

The value reported should be rounded to the nearest percent.

1.8 References

1. Paul F. Kerr, *Optical Mineralogy,* 4th ed., New York, McGraw-Hill, 1977.

2. E. M. Chamot and C. W. Mason, *Handbook of Chemical Microscopy, Volume One,* 3rd ed., New York: John Wiley & Sons, 1958.

3. F. Chayes, *Petrographic Modal Analysis: An Elementary Statistical Appraisal,* New York: John Wiley & Sons, 1956.

4. E. P. Brantly, Jr., K. W. Gold, L. E. Myers, and D. E. Lentzen, *Bulk Sample Analysis for Asbestos Content: Evaluation of the Tentative Method,* U.S. Environmental Protection Agency, October 1981.

5. U.S. Environmental Protection Agency, *Asbestos-Containing Materials in School Buildings: A Guidance Document,* Parts 1 and 2, EPA/OPPT No. C00090, March 1979.

6. D. Lucas, T. Hartwell, and A. V. Rao, *Asbestos-Containing Materials in School Buildings: Guidance for Asbestos Analytical Programs,* EPA 560/13–80–017A, U.S. Environmental Protection Agency, December 1980, 96 pp.

7. D. H. Taylor and J. S. Bloom, Hexametaphosphate pretreatment of insulation samples for identification of fibrous constituents, *Microscope, 28,* 1980.

8. W. J. Campbell, R. L. Blake, L. L. Brown, E. E. Cather, and J. J. Sjoberg. *Selected Silicate Minerals and Their Asbestiform Varieties: Mineralogical Definitions and Identification-Characterization,* U.S. Bureau of Mines Information Circular 8751, 1977.

9. Walter C. McCrone, *Asbestos Particle Atlas,* Ann Arbor: Ann Arbor Science Publishers, June 1980.

SECTION 2. X-RAY POWDER DIFFRACTION

2.1 Principle and Applicability

The principle of X-ray powder diffraction (XRD) analysis is well established.[1,2] Any solid, crystalline material will diffract an impingent beam of parallel, monochromatic X-rays whenever Bragg's Law,

$\lambda = 2d \sin \theta$,

is satisfied for a particular set of planes in the crystal lattice, where

λ = the X-ray wavelength, Å;
d = the interplanar spacing of the set of reflecting lattice planes, Å; and
θ = the angle of incidence between the X-ray beam and the reflecting lattice planes.

By appropriate orientation of a sample relative to the incident X-ray beam, a diffraction pattern can be generated that, in most cases, will be uniquely characteristic of both the chemical composition and structure of the crystalline phases present.

Unlike optical methods of analysis, however, XRD cannot determine crystal morphology. Therefore, in asbestos analysis, XRD does not distinguish between fibrous and nonfibrous forms of the serpentine and amphibole minerals (Table 2–1). However, when used in conjunction with optical methods such as polarized light microscopy (PLM), XRD techniques can provide a reliable analytical method for the identification and characterization of asbestiform minerals in bulk materials.

For *qualitative analysis* by XRD methods, samples are initially scanned over limited diagnostic peak regions for the serpentine (~7.4 Å) and amphibole (8.2–8.5 Å) minerals (Table 2–2). Standard slow-scanning methods for bulk sample analysis may be used for materials shown by PLM to contain significant amounts of asbestos (>5–10 percent). Detection of minor or trace amounts of asbestos may require special sample preparation and step-scanning analysis. All samples that exhibit diffraction peaks in the diagnostic regions for asbestiform minerals are submitted to a full (5°–60° 2θ; 1° 2θ/min) qualitative XRD scan, and their diffraction patterns are compared with standard reference powder diffraction patterns[3] to verify initial peak assignments and to identify possible matrix interferences when subsequent quantitative analysis will be performed.

TABLE 2–1—THE ASBESTOS MINERALS AND THEIR NONASBESTIFORM ANALOGS

Asbestiform	Nonasbestiform
SERPENTINE	
Chrysotile	Antigorite, lizardite
AMPHIBOLE	
Anthophyllite asbestos	Anthophyllite
Cummingtonite-grunerite asbestos (''Amosite'')	Cummingtonite-grunerite
Crocidolite	Riebeckite
Tremolite asbestos	Tremolite
Actinolite asbestos	Actinolite

TABLE 2–2—PRINCIPAL LATTICE SPACINGS OF ASBESTIFORM MINERALS[a]

Minerals	Principal d-spacings (Å) and relative intensities			JCPDS Powder diffraction file[3] number
Chrysotile	7.37_{100}	3.65_{70}	4.57_{50}	21–543[b]
	7.36_{100} ..	3.66_{80}	2.45_{65}	25–645
	7.10_{100} ..	2.33_{80}	3.55_{70}	22–1162 (theoretical)
''Amosite''	8.33_{100}	3.06_{70}	2.756_{70}	17–745 (nonfibrous)
	8.22_{100} ..	3.060_{85}	3.25_{70}	27–1170 (UICC)
Anthophyllite	3.05_{100}	3.24_{60}	8.26_{55}	9–455
	3.06_{100} ..	8.33_{70}	3.23_{50}	16–401 (synthetic)
Anthophyllite	2.72_{100}	2.54_{100}	3.480_{80}	25–157
Crocidolite	8.35_{100}	3.10_{55}	2.720_{35}	27–1415 (UICC)
Tremolite	8.38_{100}	3.12_{100}	2.705_{90}	13–437[b]
	2.706_{100}	3.14_{95}	8.43_{40}	20–1310[b] (synthetic)
	3.13_{100} ..	2.706_{60}	8.44_{40}	23–666 (synthetic mixture with richterite)

[a] This information is intended as a guide, only. Complete powder diffraction data, including mineral type and source, should be referred to, to ensure comparability of sample and reference materials where possible. Additional precision XRD data on amosite, crocidolite, tremolite, and chrysotile are available from the U.S. Bureaus of Mines.[4]
[b] Fibrosity questionable.

Accurate *quantitative analysis* of asbestos in bulk samples by XRD is critically dependent on particle size distribution, crystallite size, preferred orientation and matrix absorption effects, and comparability of standard reference and sample materials. The most intense diffraction peak that has been shown to be free from interference by prior qualitative XRD analysis is selected for quantitation of each asbestiform mineral. A ''thin-layer'' method of analysis[5,6] is recommended in which, subsequent to comminution of the bulk material to ~10 µm by suitable cryogenic milling techniques, an accurately known amount of the sample is deposited on a silver membrane filter. The

mass of asbestiform material is determined by measuring the integrated area of the selected diffraction peak using a step-scanning mode, correcting for matrix absorption effects, and comparing with suitable calibration standards. Alternative ''thick-layer'' or bulk methods,[7,8] may be used for *semi-quantitative analysis.*

This XRD method is applicable as a confirmatory method for identification and quantitation of asbestos in bulk material samples that have undergone prior analysis by PLM or other optical methods.

2.2 Range and Sensitivity

The range of the method has not been determined.

The sensitivity of the method has not been determined. It will be variable and dependent upon many factors, including matrix effects (absoprtion and interferences), diagnostic reflections selected, and their relative intensities.

2.3 Limitations

2.3.1 Interferences

Since the fibrous and nonfibrous forms of the serpentine and amphibole minerals (Table 2–1) are indistinguishable by XRD techniques unless special sample preparation techniques and instrumentation are used,[9] the presence of nonasbestiform serpentines and amphiboles in a sample will pose severe interference problems in the identification and quantitative analysis of their asbestiform analogs.

The use of XRD for identification and quantitation of asbestiform minerals in bulk samples may also be limited by the presence of other interfering materials in the sample. For naturally occurring materials the commonly associated asbestos-related mineral interferences can usually be anticipated. However, for fabricated materials the nature of the interferences may vary greatly (Table 2–3) and present more serious problems in identification and quantitation.[10] Potential interferences are summarized in Table 2–4 and include the following:

- *Chlorite* has major peaks at 7.19 Å and 3.58 Å That interfere with both the primary (7.36 Å) and secondary (3.66 Å) peaks for chrysotile. Resolution of the primary peak to give good quantitative results may be possible when a step-scanning mode of operation is employed.
- *Halloysite* has a peak at 3.63 Å that interferes with the secondary (3.66 Å) peak for chrysotile.
- *Kaolinite* has a major peak at 7.15 Å that may interfere with the primary peak of chrysotile at 7.36 Å when present at concentrations of >10 percent. However, the secondary chrysotile peak at 3.66 Å may be used for quantitation.
- *Gypsum* has a major peak at 7.5 Å that overlaps the 7.36 Å peak of chrysotile when present as a major sample constituent. This may be removed by careful washing with distilled water, or be heating to 300 °C to convert gypsum to plaster of paris.
- *Cellulose* has a broad peak that partially overlaps the secondary (3.66 Å) chrysotile peak.[8]
- Overlap of major diagnostic peaks of the amphibole asbestos minerals, amosite, anthophyllite, crocidolite, and tremolite, at approximately 8.3 Å and 3.1 Å causes mutual interference when these minerals occur in the presence of one another. In some instances, adquate resolution may be attained by using step-scanning methods and/or by decreasing the collimator slit width at the X-ray port.

TABLE 2–3—COMMON CONSTITUENTS IN INSULATION AND WALL MATERIALS

A. Insulation materials

Chrysotile
''Amosite''
Crocidolite
*Rock wool
*Slag wool
*Fiber glass
Gypsum ($CaSO_4 \cdot 2H_2O$)
Vermiculite (micas)
*Perlite
Clays (kaolin)
*Wood pulp
*Paper fibers (talc, clay, carbonate fillers)
Calcium silicates (synthetic)
Opaques (chromite, magnetite inclusions in serpentine)
Hematite (inclusions in ''amosite'')
Magnesite
*Diatomaceous earth

B. Spray finishes or paints

Bassanite
Carbonate minerals (calcite, dolomite, vaterite)
Talc
Tremolite
Anthophyllite
Serpentine (including chrysotile)
Amosite
Crocidolite
*Mineral wool
*Rock wool
*Slag wool
*Fiber glass
Clays (kaolin)
Micas
Chlorite
Gypsum ($CaSO_4 \cdot 2H_2O$)
Quartz
*Organic binders and thickeners
Hyrdomagnesite
Wollastonite
Opaques (chromite, magnetite inclusions in serpentine)
Hematite (inclusions in ''amosite'')

*Amorphous materials___contribute only to overall scattered radiation and increased background radiation.

TABLE 2–4—INTERFERENCES IN XRD ANALYSIS ASBESTIFORM MINERALS

Asbestiform mineral	Primary diagnostic peaks (approximate d-spacings, in A)	Interference
Serpentine		
Chrysotile	7.4	Nonasbestiform serpentines (antigorite, lizardite)
		Chlorite
		Kaolinite
		Gypsum
	3.7	Chlorite
		Halloysite
		Cellulose
Amphibole		
"Amosite" Anthophyllite Crocidolite Tremolite	3.1	Nonasbestiform amphiboles (cummingtonite-grunerite, anthophyllite, riebeckite, tremolite)
		Mutual interferences
		Carbonates
		Talc
	8.3	Mutual interferences

- *Carbonates* may also interfere with quantitative analysis of the amphibole asbestos minerals, amosite, anthophyllite, crocidolite, and tremolite. Calcium carbonate ($CaCO_3$) has a peak at 3.035 Å that overlaps major amphibole peaks at approximately 3.1 Å when present in concentrations of >5 percent. Removal of carbonates with a dilute acid wash is possible; however, if present, chrysotile may be partially dissolved by this treatment.[11]
- A major *talc* peak at 3.12 Å interferes with the primary tremolite peak at this same position and with secondary peaks of crocidolite (3.10 Å), amosite (3.06 Å), and anthophyllite (3.05 Å). In the presence of talc, the major diagnostic peak at approximately 8.3 Å should be used for quantitation of these asbestiform minerals.

The problem of intraspecies and matrix interferences is further aggravated by the variability of the silicate mineral powder diffraction patterns themselves, which often makes definitive identification of the asbestos minerals by comparison with standard reference diffraction patterns difficult. This variability results from alterations in the crystal lattice associated with differences in isomorphous substitution and degree of crystallinity. This is especially true for the amphiboles. These minerals exhibit a wide variety of very similar chemical compositions, with the result being that their diffraction patterns are chracterized by having major (110) reflections of the monoclinic amphiboles and (210) reflections of the orthorhombic anthophyllite separated by less than 0.2 Å.[12]

2.3.2 Matrix Effects

If a copper X-ray source is used, the presence of iron at high concentrations in a sample will result in significant X-ray fluorescence, leading to loss of peak intensity along with increased background intensity and an overall decrease in sensitivity. This situation may be corrected by choosing an X-ray source other than copper; however, this is often accompanied both by loss of intensity and by decreased resolution of closely spaced reflections. Alternatively, use of a diffracted beam monochromator will reduce background fluorescent raditation, enabling weaker diffraction peaks to be detected.

X-ray absorption by the sample matrix will result in overall attenuation of the diffracted beam and may seriously interfere with quantitative analysis. Absorption effects may be minimized by using sufficiently "thin" samples for analysis.[5,13,14] However, unless absorption effects are known to be the same for both samples and standards, appropriate corrections should be made by referencing diagnostic peak areas to an internal standard[7,8] or filter substrate (Ag) peak.[5,6]

2.3.3 Particle Size Dependence

Because the intensity of diffracted X-radiation is particle-size dependent, it is essential for accurate quantitative analysis that both sample and standard reference materials have similar particle size distributions. The optimum particle size range for quantitative analysis of asbestos by XRD has been reported to be 1 to 10 μm.[15] Comparability of sample and standard reference material particle size distributions should be verified by optical microscopy (or another suitable method) prior to analysis.

2.3.4 Preferred Orientation Effects

Preferred orientation of asbestiform minerals during sample preparation often poses a serious problem in quantitative analysis by XRD. A number of techniques have been developed for reducing preferred orientation effects in "thick layer" samples.[7,8,15] However, for "thin" samples on membrane filters, the preferred orientation effects seem to be both reproducible and favorable to enhancement of the principal diagnostic reflections of asbestos minerals, actually increasing the overall sensitivity of the method.[12,14] (Further investigation into preferred orientation effects in both thin layer and bulk samples is required.)

2.3.5 Lack of Suitably Characterized Standard Materials

The problem of obtaining and characterizing suitable reference materials for asbestos analysis is clearly recognized. NIOSH has

recently directed a major research effort toward the preparation and characterization of analytical reference materials, including asbestos standards;[16,17] however, these are not available in large quantities for routine analysis.

In addition, the problem of ensuring the comparability of standard reference and sample materials, particularly regarding crystallite size, particle size distribution, and degree of crystallinity, has yet to be adequately addressed. For example, Langer et al.[18] have observed that in insulating matrices, chrysotile tends to break open into bundles more frequently than amphiboles. This results in a line-broadening effect with a resultant decrease in sensitivity. Unless this effect is the same for both standard and sample materials, the amount of chrysotile in the sample will be underestimated by XRD analysis. To minimize this problem, it is recommended that standardized matrix reduction procedures be used for both sample and standard materials.

2.4 Precision and Accuracy

Precision of the method has not been determined.

Accuracy of the method has not been determined.

2.5 Apparatus

2.5.1 Sample Preparation

Sample preparation apparatus requirements will depend upon the sample type under consideration and the kind of XRD analysis to be performed.

- *Mortar and Pestle:* Agate or porcelain.
- *Razor Blades*
- *Sample Mill:* SPEX, Inc., freezer mill or equivalent.
- *Bulk Sample Holders*
- *Silver Membrane Filters:* 25-mm diameter, 0.45-μm pore size. Selas Corp. of America, Flotronics Div., 1957 Pioneer Road, Huntington Valley, PA 19006.
- *Microscope Slides*
- *Vacuum Filtration Apparatus:* Gelman No. 1107 or equivalent, and side-arm vacuum flask.
- *Microbalance*
- *Ultrasonic Bath or Probe:* Model W140, Ultrasonics, Inc., operated at a power density of approximately 0.1 W/mL, or equivalent.
- *Volumetric Flasks:* 1–L volume.
- *Assorted Pipettes*
- *Pipette Bulb*
- *Nonserrated Forceps*
- *Polyethylene Wash Bottle*
- *Pyrex Beakers:* 50-mL volume.
- *Desiccator*
- *Filter Storage Cassettes*
- *Magnetic Stirring Plate and Bars*
- *Porcelain Crucibles*
- *Muffle Furnace or Low Temperature Asher*

2.5.2 Sample Analysis

Sample analysis requirements include an X-ray diffraction unit, equipped with:

- *Constant Potential Generator; Voltage and mA Stabilizers*
- *Automated Diffractometer with Step-Scanning Mode*
- *Copper Target X-Ray Tube:* High intensity, fine focus, preferably.
- *X-Ray Pulse Height Selector*
- *X-Ray Detector* (with high voltage power supply): Scintillation or proportional counter.
- *Focusing Graphite Crystal Monochromator;* or *Nickel Filter* (if copper source is used, and iron fluorescence is not a serious problem).
- *Data Output Accessories:*
  - *Strip Chart Recorder*
  - *Decade Scaler/Timer*
  - *Digital Printer*
- *Sample Spinner* (optional).
- *Instrument Calibration Reference Specimen:* α-quartz reference crystal (Arkansas quartz standard, #180–147–00, Philips Electronics Instruments, Inc., 85 McKee Drive, Mahwah, NJ 07430) or equivalent.

2.6 Reagents

2.6.1 Standard Reference Materials

The reference materials listed below are intended to serve as a guide. Every attempt should be made to acquire pure reference materials that are comparable to sample materials being analyzed.

- *Chrysotile:* UICC Canadian, or NIEHS Plastibest. (UICC reference materials available from: UICC, MRC Pneumoconiosis Unit, Llandough Hospital, Penarth, Glamorgan, CF61XW, UK).
- *Crocidolite:* UICC
- *Amosite:* UICC
- *Anthophyllite:* UICC
- *Tremolite Asbestos:* Wards Natural Science Establishment, Rochester, N.Y.; Cyprus Research Standard, Cyprus Research, 2435 Military Ave., Los Angeles, CA 90064 (washed with dilute HCl to remove small amount of calcite impurity); India tremolite, Rajasthan State, India.
- *Actinolite Asbestos*

2.6.2 Adhesive

Tape, petroleum jelly, etc. (for attaching silver membrane filters to sample holders).

2.6.3 Surfactant

1 percent aerosol OT aqueous solution or equivalent.

2.6.4 Isopropanol

ACS Reagent Grade.

2.7 Procedure

2.7.1 Sampling

Samples for analysis of asbestos content shall be collected as specified in EPA Guidance Document #C0090, *Asbestos-Containing Materials in School Buildings.*[10]

2.7.2 Analysis

All samples must be analyzed initially for asbestos content by PLM. XRD should be used as an auxiliary method when a second, independent analysis is requested.

NOTE: Asbestos is a toxic substance. All handling of dry materials should be performed in an operating fume hood.

2.7.2.1 Sample Preparation

The method of sample preparation required for XRD analysis will depend on: (1) The condition of the sample received (sample size, homogeneity, particle size distribution, and overall composition as determined by PLM); and (2) the type of XRD analysis to be performed (qualitative, quantitative, thin layer or bulk).

Bulk materials are usually received as inhomogeneous mixtures of complex composition with very wide particle size distributions. Preparation of a homogeneous, representative sample from asbestos-containing materials is particularly difficult because the fibrous nature of the asbestos minerals inhibits mechanical mixing and stirring, and because milling procedures may cause adverse lattice alterations.

A discussion of specific matrix reduction procedures is given below. Complete methods of sample preparation are detailed in Sections 2.7.2.2 and 2.7.2.3.

NOTE: All samples should be examined microscopically before and after each matrix reduction step to monitor changes in sample particle size, composition, and crystallinity, and to ensure sample representativeness and homogeneity for analysis.

2.7.2.1.1 *Milling*— Mechanical milling of asbestos materials has been shown to decrease fiber crystallinity, with a resultant decrease in diffraction intensity of the specimen; the degree of lattice alteration is related to the duration and type of milling process.[19,22] Therefore, all milling times should be kept to a minimum.

For *qualitative analysis,* particle size is not usually of critical importance and initial characterization of the material with a minimum of matrix reduction is often desirable to document the composition of the sample as received. Bulk samples of very large particle size (>2–3 mm) should be comminuted to ~100 µm. A mortar and pestle can sometimes be used in size reduction of soft or loosely bound materials though this may cause matting of some samples. Such samples may be reduced by cutting with a razor blade in a mortar, or by grinding in a suitable mill (e.g., a microhammer mill or equivalent). When using a mortar for grinding or cutting, the sample should be moistened with ethanol, or some other suitable wetting agent, to minimize exposures.

For accurate, reproducible *quantitative analysis,* the particle size of both sample and standard materials should be reduced to ~10 µm (see Section 2.3.3). Dry ball milling at liquid nitrogen temperatures (e.g., Spex Freezer Mill, or equivalent) for a maximum time of 10 min. is recommended to obtain satisfactory particle size distributions while protecting the integrity of the crystal lattice.[5] Bulk samples of very large particle size may require grinding in two stages for full matrix reduction to <10 µm.[8,16]

Final particle size distributions should always be verified by optical microscopy or another suitable method.

2.7.2.1.2 *Low temperature ashing*—For materials shown by PLM to contain large amounts of gypsum, cellulosic, or other organic materials, it may be desirable to ash the samples prior to analysis to reduce background radiation or matrix interference. Since chrysotile undergoes dehydroxylation at temperatures between 550 °C and 650 °C, with subsequent transformation to forsterite,[23,24] ashing temperatures should be kept below 500 °C. Use of a low temperature asher is recommended. In all cases, calibration of the oven is essential to ensure that a maximum ashing temperature of 500 °C is not exceeded.

2.7.2.1.3 *Acid leaching*—Because of the interference caused by gypsum and some carbonates in the detection of asbestiform minerals by XRD (see Section 2.3.1), it may be necessary to remove these interferents by a simple acid leaching procedure prior to analysis (see Section 1.7.2.2).

2.7.2.2 Qualitative Analysis

2.7.2.2.1 *Initial screening of bulk material*—Qualitative analysis should be performed on a representative, homogeneous portion of the sample with a minimum of sample treatment.

1. Grind and mix the sample with a mortar and pestle (or equivalent method, see Section 2.7.2.1.1.) to a final particle size sufficiently small (~100 µm) to allow adequate packing into the sample holder.

2. Pack the sample into a standard bulk sample holder. Care should be taken to ensure that a representative portion of the milled sample is selected for analysis. Particular care should be taken to avoid possible size segregation of the sample. (Note: Use of a back-packing method[25] of bulk sample preparation may reduce preferred orientation effects.)

3. Mount the sample on the diffractometer and scan over the diagnostic peak regions for

the serpentine (~67.4 Å) and amphibole (8.2–8.5 Å) minerals (see Table 2–2). The X-ray diffraction equipment should be optimized for intensity. A slow scanning speed of 1° 2θ/min is recommended for adequate resolution. Use of a sample spinner is recommended.

4. Submit all samples that exhibit diffraction peaks in the diagnostic regions for asbestiform minerals to a full qualitative XRD scan (5°–60° 2θ; 1°2θ/min) to verify initial peak assignments and to identify potential matrix interferences when subsequent quantitative analysis is to be performed.

5. Compare the sample XRD pattern with standard reference powder diffraction patterns (i.e., JCPDS powder diffraction data[3] or those of other well-characterized reference materials). Principal lattice spacings of asbestiform minerals are given in Table 2–2; common constituents of bulk insulation and wall materials are listed in Table 2–3.

2.7.2.2.2 *Detection of minor or trace constituents*— Routine screening of bulk materials by XRD may fail to detect small concentrations (<5 percent) of asbestos. The limits of detection will, in general, be improved if matrix absorption effects are minimized, and if the sample particle size is reduced to the optimal 1 to 10 μm range, provided that the crystal lattice is not degraded in the milling process. Therefore, in those instances where confirmation of the presence of an asbestiform mineral at very low levels is required, or where a negative result from initial screening of the bulk material by XRD (see Section 2.7.2.2.1) is in conflict with previous PLM results, it may be desirable to prepare the sample as described for quantitative analysis (see Section 2.7.2.3) and step-scan over appropriate 2θ ranges of selected diagnostic peaks (Table 2–2). Accurate transfer of the sample to the silver membrane filter is not necessary unless subsequent quantitative analysis is to be performed.

2.7.2.3 Quantitative Analysis

The proposed method for quantitation of asbestos in bulk samples is a modification of the NIOSH-recommended thin-layer method for chrysotile in air.[5] A thick-layer or bulk method involving pelletizing the sample may be used for semiquantitative analysis;[7,8] however, this method requires the addition of an internal standard, use of a specially fabricated sample press, and relatively large amounts of standard reference materials. Additional research is required to evaluate the comparability of thin- and thick-layer methods for quantitative asbestos analysis.

For quantitative analysis by thin-layer methods, the following procedure is recommended:

1. Mill and size all or a substantial representative portion of the sample as outlined in Section 2.7.2.1.1.

2. Dry at 100 °C for 2 hr; cool in a desiccator.

3. Weigh accurately to the nearest 0.01 mg.

4. Samples shown by PLM to contain large amounts of cellulosic or other organic materials, gypsum, or carbonates, should be submitted to appropriate matrix reduction procedures described in Sections 2.7.2.1.2 and 2.7.2.1.3. After ashing and/or acid treatment, repeat the drying and weighing procedures described above, and determine the percent weight loss; L.

5. Quantitatively transfer an accurately weighed amount (50–100 mg) of the sample to a 1–L volumetric flask with approximately 200 mL isopropanol to which 3 to 4 drops of surfactant have been added.

6. Ultrasonicate for 10 min at a power density of approximately 0.1 W/mL, to disperse the sample material.

7. Dilute to volume with isopropanol.

8. Place flask on a magnetic stirring plate. Stir.

9. Place a silver membrane filter on the filtration apparatus, apply a vacuum, and attach the reservoir. Release the vacuum and add several milliliters of isopropanol to the reservoir. Vigorously hand shake the asbestos suspension and immediately withdraw an aliquot from the center of the suspension so that total sample weight, W_T, on the filter will be approximately 1 mg. Do not adjust the volume in the pipet by expelling part of the suspension; if more than the desired aliquot is withdrawn, discard the aliquot and resume the procedure with a clean pipet. Transfer the aliquot to the reservoir. Filter rapidly under vacuum. Do not wash the reservoir walls. Leave the filter apparatus under vacuum until dry. Remove the reservoir, release the vacuum, and remove the filter with forceps. (Note: Water-soluble matrix interferences such as gypsum may be removed at this time by careful washing of the filtrate with distilled water. Extreme care should be taken not to disturb the sample.)

10. Attach the filter to a flat holder with a suitable adhesive and place on the diffractometer. Use of a sample spinner is recommended.

11. For each asbestos mineral to be quantitated select a reflection (or reflections) that has been shown to be free from interferences by prior PLM or qualitative XRD analysis and that can be used unambiguously as an index of the amount of material present in the sample (see Table 2–2).

12. Analyze the selected diagnostic reflection(s) by step scanning in increments of 0.02° 2θ for an appropriate fixed time and integrating the counts. (A fixed count scan may be used alternatively; however, the method chosen should be used consistently for all samples and standards.) An appropriate scanning interval should be selected for each peak, and background corrections made. For a fixed time scan, measure the

background on each side of the peak for one-half the peak-scanning time. The net intensity, I_a, is the difference between the peak integrated count and the total background count.

13. Determine the net count, I_{Ag}, of the filter 2.36 Å silver peak following the procedure in step 12. Remove the filter from the holder, reverse it, and reattach it to the holder. Determine the net count for the unattenuated silver peak, $I_{\mathring{A}g}$. Scan times may be *less* for measurement of silver peaks than for sample peaks; however, they should be *constant* throughout the analysis.

14. Normalize all raw, net intensities (to correct for instrument instabilities) by referencing them to an external standard (e.g., the 3.34 Å peak of an α-quartz reference crystal). After each unknown is scanned, determine the net count, I_r, of the reference specimen following the procedure in step 12. Determine the normalized intensities by dividing the peak intensities by I_r:

$$\hat{I}_a = \frac{I_a}{I_r^\circ}, \quad \hat{I}_{Ag} = \frac{I_{Ag}}{I_r^\circ}, \quad \text{and} \quad \hat{I}^\circ_{Ag} = \frac{I^\circ_{Ag}}{I_r^\circ}$$

2.8 Calibration

2.8.1 Preparation of Calibration Standards

1. Mill and size standard asbestos materials according to the procedure outlined in Section 2.7.2.1.1. *Equivalent, standardized matrix reduction and sizing techniques should be used for both standard and sample materials.*

2. Dry at 100 °C for 2 hr; cool in a desiccator.

3. Prepare two suspensions of each standard in isopropanol by weighing approximately 10 and 50 mg of the dry material to the nearest 0.01 mg. Quantitatively transfer each to a 1–L volumetric flask with approximately 200 mL isopropanol to which a few drops of surfactant have been added.

4. Ultrasonicate for 10 min at a power density of approximately 0.1 W/mL, to disperse the asbestos material.

5. Dilute to volume with isopropanol.

6. Place the flask on a magnetic stirring plate. Stir.

7. Prepare, in triplicate, a series of at least five standard filters to cover the desired analytical range, using appropriate aliquots of the 10 and 50 mg/L suspensions and the following procedure.

Mount a silver membrane filter on the filtration apparatus. Place a few milliliters of isopropanol in the reservoir. Vigorously hand shake the asbestos suspension and immediately withdraw an aliquot from the center of the suspension. Do not adjust the volume in the pipet by expelling part of the suspension; if more than the desired aliquot is withdrawn, discard the aliquot and resume the procedure with a clean pipet. Transfer the aliquot to the reservoir. Keep the tip of the pipet near the surface of the isopropanol. Filter rapidly under vacuum. Do not wash the sides of the reservoir. Leave the vacuum on for a time sufficient to dry the filter. Release the vacuum and remove the filter with forceps.

2.8.2 Analysis of Calibration Standards

1. Mount each filter on a flat holder. Perform step scans on selected diagnostic reflections of the standards and reference specimen using the procedure outlined in Section 2.7.2.3, step 12, and the same conditions as those used for the samples.

2. Determine the normalized intensity for each peak measured, $\hat{I}_{std,}$ as outlined in Section 2.7.2.3, step 14.

2.9 Calculations

For each asbestos reference material, calculate the exact weight deposited on each standard filter from the concentrations of the standard suspensions and aliquot volumes. Record the weight, w, of each standard. Prepare a calibration curve by regressing $\hat{I}2_{std}$ on w. Poor reproducibility (±15 percent RSD) at any given level indicates problems in the sample preparation technique, and a need for new standards. The data should fit a straight line equation.

Determine the slope, m, of the calibration curve in counts/microgram. The intercept, b, of the line with the I_{std} axis should be approximately zero. A large negative intercept indicates an error in determining the background. This may arise from incorrectly measuring the baseline or from interference by another phase at the angle of background measurement. A large positive intercept indicates an error in determining the baseline or that an impurity is included in the measured peak.

Using the normalized intensity, $\hat{I}_{Ag}$, for the attenuated silver peak of a sample, and the corresponding normalized intensity from the unattenuated silver peak, $\hat{I}_{\mathring{A}g}$, of the sample filter, calculate the transmittance, T, for each sample as follows:[26,27]

$$T = \frac{\hat{I}_{Ag}}{\hat{I}^\circ_{Ag}}$$

Determine the correction factor, f(T), for each sample according to the formula:

$$f(T) = \frac{-R\,(\ln T)}{1-T^R}$$

where

$$R = \frac{\sin \Theta_{Ag}}{\sin \Theta_a}$$

θ_{Ag}=angular position of the measured silver peak (from Bragg's Law), and

θ_a=angular position of the diagnostic asbestos peak.

Calculate the weight, W_a, in micrograms, of the asbestos material analyzed for in each sample, using the appropriate calibration data and absorption corrections:

$$W_a = \frac{\hat{I}_a f(t) - b}{m}$$

Calculate the percent composition, P_a, of each asbestos mineral analyzed for in the parent material, from the total sample weight, W_T, on the filter:

$$P_a = \frac{W_a(1-.01L)}{W_T} \times 100$$

where

P_a=percent asbestos mineral in parent material;

W_a=mass of asbestos mineral on filter, in µg;

W_T=total sample weight on filter, in µg;

L=percent weight loss of parent material on ashing and/or acid treatment (see Section 2.7.2.3).

2.10 References

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[47 FR 23369, May 27, 1982; 47 FR 38535, Sept. 1, 1982; Redesignated at 60 FR 31922, June 19, 1995]

Subpart F [Reserved]

Subpart G—Asbestos Worker Protection

SOURCE: 65 FR 69216, Nov. 15, 2000, unless otherwise noted.

§ 763.120 What is the purpose of this subpart?

This subpart protects certain State and local government employees who are not protected by the Asbestos Standards of the Occupational Safety and Health Administration (OSHA). This subpart applies the OSHA Asbestos Standards in 29 CFR 1910.1001 and 29 CFR 1926.1101 to these employees.

§ 763.121 Does this subpart apply to me?

If you are a State or local government employer and you are not subject to a State asbestos standard that OSHA has approved under section 18 of the Occupational Safety and Health Act or a State asbestos plan that EPA has exempted from the requirements of this subpart under § 763.123, you must follow the requirements of this subpart to protect your employees from occupational exposure to asbestos.

§ 763.122 What does this subpart require me to do?

If you are a State or local government employer whose employees perform:

(a) Construction activities identified in 29 CFR 1926.1101(a), you must:

(1) Comply with the OSHA standards in 29 CFR 1926.1101.

(2) Submit notifications required for alternative control methods to the Director, National Program Chemicals Division (7404), Office of Pollution Prevention and Toxics, Environmental Protection Agency, 1200 Pennsylvania Ave., NW., Washington, DC 20460.

(b) Custodial activities not associated with the construction activities identified in 29 CFR 1926.1101(a), you must comply with the OSHA standards in 29 CFR 1910.1001.

(c) Repair, cleaning, or replacement of asbestos-containing clutch plates and brake pads, shoes, and linings, or removal of asbestos-containing residue from brake drums or clutch housings, you must comply with the OSHA standards in 29 CFR 1910.1001.

§ 763.123 May a State implement its own asbestos worker protection plan?

This section describes the process under which a State may be exempted from the requirements of this subpart.

(a) *States seeking an exemption.* If your State wishes to implement its own asbestos worker protection plan, rather than complying with the requirements of this subpart, your State must apply for and receive an exemption from EPA.

(1) *What must my State do to apply for an exemption?* To apply for an exemption from the requirements of this subpart, your State must send to the Director of EPA's Office of Pollution Prevention and Toxics (OPPT) a copy of its asbestos worker protection regulations and a detailed explanation of how your State's asbestos worker protection plan meets the requirements of TSCA section 18 (15 U.S.C. 2617).

(2) *What action will EPA take on my State's application for an exemption?* EPA will review your State's application and make a preliminary determination whether your State's asbestos worker protection plan meets the requirements of TSCA section 18.

(i) If EPA's preliminary determination is that your State's plan does meet the requirements of TSCA section 18, EPA will initiate a rulemaking, including an opportunity for public comment, to exempt your State from the requirements of this subpart. After considering any comments, EPA will issue a final rule granting or denying the exemption.

(ii) If EPA's preliminary determination is that the State plan does not meet the requirements of TSCA section 18, EPA will notify your State in writing and will give your State a reasonable opportunity to respond to that determination.

(iii) If EPA does not grant your State an exemption, then the State and local government employers in your State are subject to the requirements of this subpart.

(b) *States that have been granted an exemption.* If EPA has exempted your State from the requirements of this subpart, your State must update its asbestos worker protection regulations as necessary to implement changes to meet the requirements of this subpart, and must apply to EPA for an amendment to its exemption.

(1) *What must my State do to apply for an amendment to its exemption?* To apply for an amendment to its exemption, your State must send to the Director of OPPT a copy of its updated asbestos worker protection regulations and a detailed explanation of how your State's updated asbestos worker protection plan meets the requirements of TSCA section 18. Your State must submit its application for an amendment within 6 months of the effective date of any changes to the requirements of this subpart, or within a reasonable time agreed upon by your State and OPPT.

(2) *What action will EPA take on my State's application for an amendment?* EPA will review your State's application for an amendment and make a preliminary determination whether your State's updated asbestos worker protection plan meets the requirements of TSCA section 18.

(i) If EPA determines that the updated State plan does meet the requirements of TSCA section 18, EPA will issue your State an amended exemption.

(ii) If EPA determines that the updated State plan does not meet the requirements of TSCA section 18, EPA will notify your State in writing and will give your State a reasonable opportunity to respond to that determination.

(iii) If EPA does not grant your State an amended exemption, or if your State does not submit a timely request for amended exemption, then the State and local government employers in your State are subject to the requirements of this subpart.

Subpart H [Reserved]

Subpart I—Prohibition of the Manufacture, Importation, Processing, and Distribution in Commerce of Certain Asbestos-Containing Products; Labeling Requirements

SOURCE: 54 FR 29507, July 12, 1989, unless otherwise noted.

§ 763.160 Scope.

This subpart prohibits the manufacture, importation, processing, and distribution in commerce of the asbestos-containing products identified and at the dates indicated in §§ 763.165, 763.167, and 763.169. This subpart requires that products subject to this rule's bans, but not yet subject to a ban on distribution in commerce, be labeled. This subpart also includes general exemptions and procedures for requesting exemptions from the provisions of this subpart.

§ 763.163 Definitions.

For purposes of this subpart:

Act means the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*

Agency means the United States Environmental Protection Agency.

Asbestos means the asbestiform varieties of: chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonite-grunerite); tremolite; anthophyllite; and actinolite.

Asbestos-containing product means any product to which asbestos is deliberately added in any concentration or which contains more than 1.0 percent asbestos by weight or area.

Chemical substance, has the same meaning as in section 3 of the Act.

Commerce has the same meaning as in section 3 of the Act.

Commercial paper means an asbestos-containing product which is made of paper intended for use as general insulation paper or muffler paper. Major applications of commercial papers are insulation against fire, heat transfer, and corrosion in circumstances that require a thin, but durable, barrier.

Corrugated paper means an asbestos-containing product made of corrugated paper, which is often cemented to a flat backing, may be laminated with foils or other materials, and has a corrugated surface. Major applications of asbestos corrugated paper include: thermal insulation for pipe coverings; block insulation; panel insulation in elevators; insulation in appliances; and insulation in low-pressure steam, hot water, and process lines.

Customs territory of the United States means the 50 States, Puerto Rico, and the District of Columbia.

Distribute in commerce has the same meaning as in section 3 of the Act, but the term does not include actions taken with respect to an asbestos-containing product (to sell, resale, deliver, or hold) in connection with the end use of the product by persons who are users (persons who use the product for its intended purpose after it is manufactured or processed). The term also does not include distribution by manufacturers, importers, and processors, and other persons solely for purposes of disposal of an asbestos-containing product.

Flooring felt means an asbestos-containing product which is made of paper felt intended for use as an underlayer for floor coverings, or to be bonded to the underside of vinyl sheet flooring.

Import means to bring into the customs territory of the United States, except for: (1) Shipment through the customs territory of the United States for export without any use, processing, or disposal within the customs territory of the United States; or (2) entering the customs territory of the United States as a component of a product during normal personal or business activities involving use of the product.

Importer means anyone who imports a chemical substance, including a chemical substance as part of a mixture or article, into the customs territory of the United States. *Importer* includes the person primarily liable for the payment of any duties on the merchandise or an authorized agent acting on his or her behalf. The term includes as appropriate:

(1) The consignee.

(2) The importer of record.

(3) The actual owner if an actual owner's declaration and superseding bond has been filed in accordance with 19 CFR 141.20.

(4) The transferee, if the right to withdraw merchandise in a bonded warehouse has been transferred in accordance with subpart C of 19 CFR part 144.

Manufacture means to produce or manufacture in the United States.

Manufacturer means a person who produces or manufactures in the United States.

New uses of asbestos means commercial uses of asbestos not identified in § 763.165 the manufacture, importation or processing of which would be initiated for the first time after August 25, 1989.

Person means any natural person, firm, company, corporation, joint-venture, partnership, sole proprietorship, association, or any other business entity; any State or political subdivision thereof, or any municipality; any interstate body and any department, agency, or instrumentality of the Federal Government.

Process has the same meaning as in section 3 of the Act.

Processor has the same meaning as in section 3 of the Act.

Rollboard means an asbestos-containing product made of paper that is produced in a continuous sheet, is flexible, and is rolled to achieve a desired thickness. Asbestos rollboard consists of two sheets of asbestos paper

laminated together. Major applications of this product include: office partitioning; garage paneling; linings for stoves and electric switch boxes; and fire-proofing agent for security boxes, safes, and files.

Specialty paper means an asbestos-containing product that is made of paper intended for use as filters for beverages or other fluids or as paper fill for cooling towers. Cooling tower fill consists of asbestos paper that is used as a cooling agent for liquids from industrial processes and air conditioning systems.

State has the same meaning as in section 3 of the Act.

Stock-on-hand means the products which are in the possession, direction, or control of a person and are intended for distribution in commerce.

United States has the same meaning as in section 3 of the Act.

[59 FR 33208, June 28, 1994]

§ 763.165 Manufacture and importation prohibitions.

(a) After August 27, 1990, no person shall manufacture or import the following asbestos-containing products, either for use in the United States or for export: flooring felt and new uses of asbestos.

(b) After August 26, 1996, no person shall manufacture or import the following asbestos-containing products, either for use in the United States or for export: commercial paper, corrugated paper, rollboard, and specialty paper.

(c) The import prohibitions of this subpart do not prohibit:

(1) The import into the customs territory of the United States of products imported solely for shipment outside the customs territory of the United States, unless further repackaging or processing of the product is performed in the United States; or

(2) Activities involving purchases or acquisitions of small quantities of products made outside the customs territory of the United States for personal use in the United States.

[59 FR 33209, June 28, 1994]

§ 763.167 Processing prohibitions.

(a) After August 27, 1990, no person shall process for any use, either in the United States or for export, any of the asbestos-containing products listed at § 763.165(a).

(b) After August 26, 1996, no person shall process for any use, either in the United States or for export, any of the asbestos-containing products listed at § 763.165(b).

[59 FR 33209, June 28, 1994]

§ 763.169 Distribution in commerce prohibitions.

(a) After August 25, 1992, no person shall distribute in commerce, either for use in the United States or for export, any of the asbestos-containing products listed at § 763.165(a).

(b) After August 25, 1997, no person shall distribute in commerce, either for use in the United States or for export, any of the asbestos-containing products listed at § 763.165(b).

(c) A manufacturer, importer, processor, or any other person who is subject to a ban on distribution in commerce in paragraph (a) or (b) of this section must, within 6 months of the effective date of the ban of a specific asbestos-containing product from distribution in commerce, dispose of all their remaining stock-on-hand of that product, by means that are in compliance with applicable local, State, and Federal restrictions which are current at that time.

[59 FR 33209, June 28, 1994]

§ 763.171 Labeling requirements.

(a) After August 27, 1990, manufacturers, importers, and processors of all asbestos-containing products that are identified in § 763.165(a) shall label the products as specified in this subpart at the time of manufacture, import, or processing. This requirement includes labeling all manufacturers', importers', and processors' stock-on-hand as of August 27, 1990.

(b) After August 25, 1995, manufacturers, importers, and processors of all asbestos-containing products that are identified in § 763.165(b), shall label the products as specified in this subpart at the time of manufacture, import, or processing. This requirement includes

labeling all manufacturers', importers', and processors' stock-on-hand as of August 25, 1995.

(c) The label shall be placed directly on the visible exterior of the wrappings and packaging in which the product is placed for sale, shipment, or storage. If the product has more than one layer of external wrapping or packaging, the label must be attached to the innermost layer adjacent to the product. If the innermost layer of product wrapping or packaging does not have a visible exterior surface larger than 5 square inches, either a tag meeting the requirements of paragraph (d) of this section must be securely attached to the product's innermost layer of product wrapping or packaging, or a label must be attached to the next outer layer of product packaging or wrapping. Any products that are distributed in commerce to someone other than the end user, shipped, or stored without packaging or wrapping must be labeled or tagged directly on a visible exterior surface of the product as described in paragraph (d) of this section.

(d)(1) Labels must be either printed directly on product packaging or in the form of a sticker or tag made of plastic, paper, metal, or other durable substances. Labels must be attached in such a manner that they cannot be removed without defacing or destroying them. Product labels shall appear as in paragraph (d)(2) of this section and consist of block letters and numerals of color that contrasts with the background of the label or tag. Labels shall be sufficiently durable to equal or exceed the life, including storage and disposal, of the product packaging or wrapping. The size of the label or tag must be at least 15.25 cm (6 inches) on each side. If the product packaging is too small to accommodate a label of this size, the label may be reduced in size proportionately to the size of the product packaging or wrapping down to a minimum 2.5 cm (1 inch) on each side if the product wrapping or packaging has a visible exterior surface larger than 5 square inches.

(2) Products subject to this subpart shall be labeled in English as follows:

NOTICE

This product contains *ASBESTOS*. The U.S. Environmental Protection Agency has banned the distribution in U.S. commerce of this product under section 6 of the Toxic Substances Control Act (15 U.S.C. 2605) as of (insert effective date of ban on distribution in commerce). Distribution of this product in commerce after this date and intentionally removing or tampering with this label are *violations of Federal law*.

(e) No one may intentionally remove, deface, cover, or otherwise obscure or tamper with a label or sticker that has been applied in compliance with this section, except when the product is used or disposed of.

[59 FR 33209, June 28, 1994]

§ 763.173 Exemptions.

(a) Persons who are subject to the prohibitions imposed by §§ 763.165, 763.167, or 763.169 may file an application for an exemption. Persons whose exemption applications are approved by the Agency may manufacture, import, process, or distribute in commerce the banned product as specified in the Agency's approval of the application. No applicant for an exemption may continue the banned activity that is the subject of an exemption application after the effective date of the ban unless the Agency has granted the exemption or the applicant receives an extension under paragraph (b)(4) or (5) of this section.

(b) Application filing dates. (1) Applications for products affected by the prohibitions under §§ 763.165(a) and 763.167(a) may be submitted at any time and will be either granted or denied by EPA as soon as is feasible.

(2) Applications for products affected by the ban under § 763.169(a) may be submitted at any time and will be either granted or denied by EPA as soon as is feasible.

(3) Applications for products affected by the ban under §§ 763.165(b) and 763.167(b) may not be submitted prior to February 27, 1995. Complete applications received after that date, but before August 25, 1995, will be either granted or denied by the Agency prior to the effective date of the ban for the product. Applications received after August 25, 1995, will be either granted or denied by EPA as soon as is feasible.

(4) Applications for products affected by the ban under § 763.169(b) may not be submitted prior to February 26, 1996. Complete applications received after that date, but before August 26, 1996, will be either granted or denied by the Agency prior to the effective date of the ban for the product. Applications received after August 26, 1996, will be either granted or denied by EPA as soon as is feasible.

(5) The Agency will consider an application for an exemption from a ban under § 763.169 for a product at the same time the applicant submits an application for an exemption from a ban under § 763.165 or § 763.167 for that product. EPA will grant an exemption at that time from a ban under § 763.169 if the Agency determines it appropriate to do so.

(6) If the Agency denies an application less than 30 days before the effective date of a ban for a product, the applicant can continue the activity for 30 days after receipt of the denial from the Agency.

(7) If the Agency fails to meet the deadlines stated in paragraphs (b)(3) and (b)(4) of this section for granting or denying a complete application in instances in which the deadline is before the effective date of the ban to which the application applies, the applicant will be granted an extension of 1 year from the Agency's deadline date. During this extension period the applicant may continue the activity that is the subject of the exemption application. The Agency will either grant or deny the application during the extension period. The extension period will terminate either on the date the Agency grants the application or 30 days after the applicant receives the Agency's denial of the application. However, no extension will be granted if the Agency is scheduled to grant or deny an application at some date after the effective date of the ban, pursuant to the deadlines stated in paragraphs (b)(3) and (b)(4) of this section.

(c) Where to file. All applications must be submitted to the following location: TSCA Docket Receipts Office (7407), Office of Pollution Prevention and Toxics, U.S. Environmental Protection Agency, Rm E-G99, 1200 Pennsylvania Ave., NW., Washington, DC 20460, ATTENTION: Asbestos Exemption. For information regarding the submission of exemptions containing information claimed as confidential business information (CBI), see § 763.179.

(d) Content of application and criteria for decisionmaking.

(1) Content of application. Each application must contain the following:

(i) Name, address, and telephone number of the applicant.

(ii) Description of the manufacturing, import, processing, and/or distribution in commerce activity for which an exemption is requested, including a description of the asbestos-containing product to be manufactured, imported, processed, or distributed in commerce.

(iii) Identification of locations at which the exempted activity would take place.

(iv) Length of time requested for exemption (maximum length of an exemption is 4 years).

(v) Estimated amount of asbestos to be used in the activity that is the subject of the exemption application.

(vi) Data demonstrating the exposure level over the life cycle of the product that is the subject of the application.

(vii) Data concerning:

(A) The extent to which non-asbestos substitutes for the product that is the subject of the application fall significantly short in performance under necessary product standards or requirements, including laws or ordinances mandating product safety standards.

(B) The costs of non-asbestos substitutes relative to the costs of the asbestos-containing product and, in the case in which the product is a component of another product, the effect on the cost of the end use product of using the substitute component.

(C) The extent to which the product or use serves a high-valued use.

(viii) Evidence of demonstrable good faith attempts by the applicant to develop and use a non-asbestos substance or product which may be substituted for the asbestos-containing product or the asbestos in the product or use that is the subject to the application.

(ix) Evidence, in addition to that provided in the other information required with the application, showing that the continued manufacture, importation,

processing, distribution in commerce, and use, as applicable, of the product will not present an unreasonable risk of injury to human health.

(2) Criteria for decision (existing products). After considering all the information provided by an applicant under paragraphs (d)(1) and (e) of this section, and any other information available to EPA, EPA will grant an exemption from the prohibitions in §§ 763.165, 763.167, or 763.169 for an applicant's asbestos-containing product only if EPA determines both of the following:

(i) The applicant has made good faith attempts to develop and use a non-asbestos substance or product which may be substituted for the asbestos-containing product or the asbestos in the product or use, and those attempts have failed to produce a substitute or a substitute that results in a product that can be economically produced.

(ii) Continued manufacturing, processing, distribution in commerce, and use, as applicable, of the product will not present an unreasonable risk of injury to human health.

(3) Criteria for decision (new products). Requests to develop and use an asbestos substance or product will be treated as a petition pursuant to section 21 of TSCA.

(e) The Agency reserves the right to request further information from an exemption applicant if necessary to complete the Agency's evaluation of an application.

(f) Upon receipt of a complete application, the Agency will issue a notice in the FEDERAL REGISTER announcing its receipt and invite public comments on the merits of the application.

(g) If the application does not include all of the information required in paragraph (d) of this section, the Agency will return it to the applicant as incomplete and any resubmission of the application will be considered a new application for purposes of the availability of any extension period. If the application is substantially inadequate to allow the Agency to make a reasoned judgment on any of the information required in paragraph (d) of this section and the Agency chooses to request additional information from the applicant, the Agency may also determine that an extension period provided for in paragraph (b)(5) of this section is unavailable to the applicant.

(h) When denying an application, the Agency will notify the applicant by registered mail of its decision and rationale. Whenever possible, the Agency will send this letter prior to the appropriate ban. This letter will be considered a final Agency action for purposes of judicial review. A notice announcing the Agency's denial of the application will be published in the FEDERAL REGISTER.

(i) If the Agency proposes to approve an exemption, it will issue a notice in the FEDERAL REGISTER announcing this intent and invite public comments. If, after considering any timely comments received, the Agency approves an exemption, its decision will be published in the FEDERAL REGISTER. This notice will be considered a final Agency action for purposes of judicial review.

(j) The length of an exemption period will be specified by the agency when it approves the exemption. To extend an exemption period beyond the period stipulated by EPA, applicants must submit a new application to the Agency, following the application procedures described in this section. Applications may not be submitted prior to 15 months before the expiration of the exemption period, unless stated otherwise in the notice granting the exemption. Applications received between 15 months and 1 year before the end of the exemption period will be either granted or denied by the Agency before the end of the exemption period. Applications received after the date 1 year prior to the end of the exemption period will be either granted or denied by the Agency as soon as is feasible. Applicants may not continue the activity that is the subject of the renewal application after the date of the end of the exemption period.

[54 FR 29507, July 12, 1989; 54 FR 37531, Sept. 11, 1989, as amended at 54 FR 46898, Nov. 8, 1989; 59 FR 33210, June 28, 1994]

§ 763.175 Enforcement.

(a) Failure to comply with any provision of this subpart is a violation of section 15 of the Act (15 U.S.C. 2614).

(b) Failure or refusal to establish and maintain records, or to permit access

to or copying of records as required by section 11 of the Act (15 U.S.C. 2610) is a violation of section 15 of the Act (15 U.S.C. 2614).

(c) Failure or refusal to permit entry or inspection as required by section 11 of the Act (15 U.S.C. 2610) is a violation of section 15 of the Act (15 U.S.C. 2614).

(d) Violators may be subject to the civil and criminal penalties in section 16 of the Act (15 U.S.C. 2615) for each violation.

(e) The Agency may seek to enjoin the manufacture, import, processing, or distribution in commerce of asbestos-containing products in violation of this subpart, or act to seize any asbestos-containing products manufactured, imported, processed, or distributed in commerce in violation of this subpart, or take any other actions under the authority of section 7 or 17 of the Act (15 U.S.C. 2606 or 2616) that are appropriate.

§ 763.176 Inspections.

The Agency will conduct inspections under section 11 of the Act (15 U.S.C. 2610) to ensure compliance with this subpart.

§ 763.178 Recordkeeping.

(a) *Inventory.* (1) Each person who is subject to the prohibitions imposed by §§ 763.165 and 763.167 must perform an inventory of the stock-on-hand of each banned product as of the effective date of the ban for that product for the applicable activity.

(2) The inventory shall be in writing and shall include the type of product, the number of product units currently in the stock-on-hand of the person performing the inventory, and the location of the stock.

(3) Results of the inventory for a banned product must be maintained by the person for 3 years after the effective date of the § 763.165 or § 763.167 ban on the product.

(b) *Records.* (1) Each person whose activities are subject to the bans imposed by §§ 763.165, 763.167, and 763.169 for a product must, between the effective date of the § 763.165 or § 763.167 ban on the product and the § 763.169 ban on the product, keep records of all commercial transactions regarding the product, including the dates of purchases and sales and the quantities purchased or sold. These records must be maintained for 3 years after the effective date of the § 763.169 ban for the product.

(2) Each person who is subject to the requirements of § 763.171 must, for each product required to be labeled, maintain a copy of the label used in compliance with § 763.171. These records must be maintained for 3 years after the effective date of the ban on distribution in commerce for the product for which the § 763.171 requirements apply.

[54 FR 29507, July 12, 1989, as amended by 54 FR 46898, Nov. 8, 1989; 58 FR 34205, June 23, 1993]

§ 763.179 Confidential business information claims.

(a) Applicants for exemptions under § 763.173 may assert a Confidential Business Information (CBI) claim for information in an exemption application or supplement submitted to the Agency under this subpart only if the claim is asserted in accordance with this section, and release of the information would reveal trade secrets or confidential commercial or financial information, as provided in section 14(a) of the Act. Information covered by a CBI claim will be treated in accordance with the procedures set forth in 40 CFR part 2, subpart B. The Agency will place all information not claimed as CBI in the manner described in this section in a public file without further notice to the applicant.

(b) Applicants may assert CBI claims only at the time they submit a completed exemption application and only in the specified manner. If no such claim accompanies the information when it is received by the Agency, the information may be made available to the public without further notice to the applicant. Submitters that claim information as business confidential must do so by writing the word ''Confidential'' at the top of the page on which the information appears and by underlining, circling, or placing brackets ([ ]) around the information claimed CBI.

(c) Applicants who assert a CBI claim for submitted information must provide the Agency with two copies of their exemption application. The first copy must be complete and contain all

information being claimed as CBI. The second copy must contain only information not claimed as CBI. The Agency will place the second copy of the submission in a public file. Failure to furnish a second copy of the submission when information is claimed as CBI in the first copy will be considered a presumptive waiver of the claim of confidentiality. The Agency will notify the applicant by certified mail that a finding of a presumptive waiver of the claim of confidentiality has been made. The applicant has 30 days from the date of receipt of notification to submit the required second copy. Failure to submit the second copy will cause the Agency to place the first copy in a public file.

(d) Applicants must substantiate all claims of CBI at the time the applicant asserts the claim, i.e., when the exemption application or supplement is submitted, by responding to the questions in paragraph (e) of this section. Failure to provide substantiation of a claim at the time the applicant submits the application will result in a waiver of the CBI claim, and the information may be disclosed to the public without further notice to the applicant.

(e) Applicants who assert any CBI claims must substantiate all claims by providing detailed responses to the following:

(1) Is this information subject to a patent or patent application in the United States or elsewhere? If so, why is confidentiality necessary?

(2) For what period do you assert a claim of confidentiality? If the claim is to extend until a certain event or point in time, please indicate that event or time period. Explain why such information should remain confidential until such point.

(3) Has the information that you are claiming as confidential been disclosed to persons outside of your company? Will it be disclosed to such persons in the future? If so, what restrictions, if any, apply to use or further disclosure of the information?

(4) Briefly describe measures taken by your company to guard against undesired disclosure of the information you are claiming as confidential to others.

(5) Does the information claimed as confidential appear or is it referred to in advertising or promotional materials for the product or the resulting end product, safety data sheets or other similar materials for the product or the resulting end product, professional or trade publications, or any other media available to the public or to your competitors? If you answered yes, indicate where the information appears.

(6) If the Agency disclosed the information you are claiming as confidential to the public, how difficult would it be for the competitor to enter the market for your product? Consider in your answer such constraints as capital and marketing cost, specialized technical expertise, or unusual processes.

(7) Has the Agency, another Federal agency, or a Federal court made any confidentiality determination regarding this information? If so, provide copies of such determinations.

(8) How would your company's competitive position be harmed if the Agency disclosed this information? Why should such harm be considered substantial? Describe the causal relationship between the disclosure and harm.

(9) In light of section 14(b) of TSCA, if you have claimed information from a health and safety study as confidential, do you assert that disclosure of this information would disclose a process used in the manufacturing or processing of a product or information unrelated to the effects of asbestos on human health and the environment? If your answer is yes, explain.

PART 766—DIBENZO-PARA-DIOXINS/DIBENZOFURANS

Subpart A—General Provisions

Sec.

766.1 Scope and purpose.
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Occupational Safety & Health Administration

Construction

Toxic and Hazardous Substances

Asbestos

1926.1101(a)

Scope and application. This section regulates asbestos exposure in all work as defined in 29 CFR 1910.12(b), including but not limited to the following:

1926.1101(a)(1)
Demolition or salvage of structures where asbestos is present;

1926.1101(a)(2)
Removal or encapsulation of materials containing asbestos;

1926.1101(a)(3)
Construction, alteration, repair, maintenance, or renovation of structures, substrates, or portions thereof, that contain asbestos;

1926.1101(a)(4)
Installation of products containing asbestos;

1926.1101(a)(5)
Asbestos spill/emergency cleanup; and

1926.1101(a)(6)
Transportation, disposal, storage, containment of and housekeeping activities involving asbestos or products containing asbestos, on the site or location at which construction activities are performed.

1926.1101(a)(7)
Coverage under this standard shall be based on the nature of the work operation involving asbestos exposure.

1926.1101(a)(8)
This section does not apply to asbestos-containing asphalt roof coatings, cements and mastics.

1926.1101(b)

Definitions.

Aggressive method means removal or disturbance of building material by sanding, abrading, grinding or other method that breaks, crumbles, or disintegrates intact ACM.

Amended water means water to which surfactant (wetting agent) has been added to increase the ability of the liquid to penetrate ACM.

Asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered. For purposes of this standard, "asbestos" includes PACM, as defined below.

Asbestos-containing material (ACM), means any material containing more than one percent asbestos.

Assistant Secretary means the Assistant Secretary of Labor for Occupational Safety and Health, U.S. Department of Labor, or designee.

Authorized person means any person authorized by the employer and required by work duties to be present in regulated areas.

Building/facility owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building and/or facility in which activities covered by this standard take place.

Certified Industrial Hygienist (CIH) means one certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.

Class I asbestos work means activities involving the removal of TSI and surfacing ACM and PACM.

Class II asbestos work means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III asbestos work means repair and maintenance operations, where "ACM", including TSI and surfacing ACM and PACM, is likely to be disturbed.

Class IV asbestos work means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, and III activities.

Clean room means an uncontaminated room having facilities for the storage of employees' street clothing and uncontaminated materials and equipment.

Closely resemble means that the major workplace conditions which have contributed to the levels of historic asbestos exposure, are no more protective than conditions of the current workplace.

Competent person means, in addition to the definition in 29 CFR 1926.32 (f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f): in addition, for Class I and Class II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor, or its equivalent and, for Class III and Class IV work, who is trained in a manner consistent with EPA requirements for training of local education agency maintenance and custodial staff as set forth at 40 CFR 763.92 (a)(2).

Critical barrier means one or more layers of plastic sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.

Decontamination area means an enclosed area adjacent and connected to the regulated area and consisting of an equipment room, shower area, and clean room, which is used for the decontamination of workers, materials, and equipment that are contaminated with asbestos.

Demolition means the wrecking or taking out of any load-supporting structural member and any related razing, removing, or stripping of asbestos products.

Director means the Director, National Institute for Occupational Safety and Health, U.S. Department of Health and Human Services, or designee.

Disturbance means activities that disrupt the matrix of ACM or PACM, crumble or pulverixe ACM or

PACM, or generate visible debris from ACM or PACM. Disturbance includes cutting away small amounts of ACM and PACM, no greater than the amount which can be contained in one standard sized glove bag or waste bag in order to access a building component. In no event shall the amount of ACM or PACM so disturbed exceed that which can be contained in one glove bag or waste bag which shall not exceed 60 inches in length and width.

Employee exposure means that exposure to airborne asbestos that would occur if the employee were not using respiratory protective equipment.

Equipment room (change room) means a contaminated room located within the decontamination area that is supplied with impermeable bags or containers for the disposal of contaminated protective clothing and equipment.

Fiber means a particulate form of asbestos, 5 micrometers or longer, with a length-to-diameter ratio of at least 3 to 1.

Glovebag means not more than a 60 x 60 inch impervious plastic bag-like enclosure affixed around an asbestos-containing material, with glove-like appendages through which material and tools may be handled.

High-efficiency particulate air (HEPA) filter means a filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter.

Homogeneous area means an area of surfacing material or thermal system insulation that is uniform in color and texture.

Industrial hygienist means a professional qualified by education, training, and experience to anticipate, recognize, evaluate and develop controls for occupational health hazards.

Intact means that the ACM has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix.

Modification for purposes of paragraph (g)(6)(ii), means a changed or altered procedure, material or component of a control system, which replaces a procedure, material or component of a required system. Omitting a procedure or component, or reducing or diminishing the stringency or strength of a material or component of the control system is not a "modification" for purposes of paragraph (g)(6) of this section.

Negative Initial Exposure Assessment means a demonstration by the employer, which complies with the criteria in paragraph (f)(2)(iii) of this section, that employee exposure during an operation is expected to be consistently below the PELs.

PACM means "presumed asbestos containing material".

Presumed Asbestos Containing Material means thermal system insulation and surfacing material found in buildings constructed no later than 1980. The designation of a material as "PACM" may be rebutted pursuant to paragraph (k)(5) of this section.

Project Designer means a person who has successfully completed the training requirements for an abatement project designer established by 40 U.S.C. Sec. 763.90(g).

Regulated area means: an area established by the employer to demarcate areas where Class I, II, and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos, exceed or there is a reasonable possibility they may exceed the permissible exposure limit. Requirements for regulated areas are set out in paragraph (e) of this section.

Removal means all operations where ACM and/or PACM is taken out or stripped from structures or substrates, and includes demolition operations.

Renovation means the modifying of any existing structure, or portion thereof.

Repair means overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of ACM or PACM attached to structures or substrates.

Surfacing material means material that is sprayed, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes).

Surfacing ACM means surfacing material which contains more than 1% asbestos.

Thermal system insulation (TSI) means ACM applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain.

Thermal system insulation ACM is thermal system insulation which contains more than 1% asbestos.

1926.1101(c)

Permissible exposure limits (PELS).

1926.1101(c)(1)

Time-weighted average limit (TWA). The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 fiber per cubic centimeter of air as an eight (8) hour time-weighted average (TWA), as determined by the method prescribed in Appendix A to this section, or by an equivalent method.

1926.1101(c)(2)

Excursion limit. The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of thirty (30) minutes, as determined by the method prescribed in Appendix A to this section, or by an equivalent method.

1926.1101(d)

Multi-employer worksites.

1926.1101(d)(1)
On multi-employer worksites, an employer performing work requiring the establishment of a regulated area shall inform other employers on the site of the nature of the employer's work with asbestos and/or PACM, of the existence of and requirements pertaining to regulated areas, and the measures taken to ensure that employees of such other employers are not exposed to asbestos.

1926.1101(d)(2)
Asbestos hazards at a multi-employer work site shall be abated by the contractor who created or controls the source of asbestos contamination. For example, if there is a significant breach of an enclosure containing Class I work, the employer responsible for erecting the enclosure shall repair the breach immediately.

1926.1101(d)(3)
In addition, all employers of employees exposed to asbestos hazards shall comply with applicable protective provisions to protect their employees. For example, if employees working immediately adjacent to a Class I asbestos job are exposed to asbestos due to the inadequate containment of such job, their employer shall either remove the employees from the area until the enclosure breach is repaired; or perform an initial exposure assessment pursuant to (f) of this section.

1926.1101(d)(4)
All employers of employees working adjacent to regulated areas established by another employer on a multi-employer work-site, shall take steps on a daily basis to ascertain the integrity of the enclosure

and/or the effectiveness of the control method relied on by the primary asbestos contractor to assure that asbestos fibers do not migrate to such adjacent areas.

1926.1101(d)(5)
All general contractors on a construction project which includes work covered by this standard shall be deemed to exercise general supervisory authority over the work covered by this standard, even though the general contractor is not qualified to serve as the asbestos "competent person" as defined by paragraph (b) of this section. As supervisor of the entire project, the general contractor shall ascertain whether the asbestos contractor is in compliance with this standard, and shall require such contractor to come into compliance with this standard when necessary.

1926.1101(e)

Regulated areas.

1926.1101(e)(1)

All Class I, II and III asbestos work shall be conducted within regulated areas. All other operations covered by this standard shall be conducted within a regulated area where airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed a PEL. Regulated areas shall comply with the requirements of paragraphs (2), (3),(4) and (5) of this section.

1926.1101(e)(2)

Demarcation. The regulated area shall be demarcated in any manner that minimizes the number of persons within the area and protects persons outside the area from exposure to airborne asbestos. Where critical barriers or negative pressure enclosures are used, they may demarcate the regulated area. Signs shall be provided and displayed pursuant to the requirements of paragraph (k)(7) of this section.

1926.1101(e)(3)

Access. Access to regulated areas shall be limited to authorized persons and to persons authorized by the Act or regulations issued pursuant thereto.

1926.1101(e)(4)

Respirators. All persons entering a regulated area where employees are required pursuant to paragraph (h)(1) of this section to wear respirators shall be supplied with a respirator selected in accordance with paragraph (h)(2) of this section.

1926.1101(e)(5)

Prohibited activities. The employer shall ensure that employees do not eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the regulated area.

1926.1101(e)(6)

Competent Persons. The employer shall ensure that all asbestos work performed within regulated areas is supervised by a competent person, as defined in paragraph (b) of this section. The duties of the competent person are set out in paragraph (o) of this section.

1926.1101(f)

Exposure assessments and monitoring.

1926.1101(f)(1)

General monitoring criteria.

1926.1101(f)(1)(i)

Each employer who has a workplace or work operation where exposure monitoring is required under this section shall perform monitoring to determine accurately the airborne concentrations of asbestos to which employees may be exposed.

1926.1101(f)(1)(ii)
Determinations of employee exposure shall be made from breathing zone air samples that are representative of the 8-hour TWA and 30-minute short-term exposures of each employee.

1926.1101(f)(1)(iii)
Representative 8-hour TWA employee exposure shall be determined on the basis of one or more samples representing full-shift exposure for employees in each work area. Representative 30-minute short-term employee exposures shall be determined on the basis of one or more samples representing 30 minute exposures associated with operations that are most likely to produce exposures above the excursion limit for employees in each work area.

1926.1101(f)(2)

Initial Exposure Assessment.

1926.1101(f)(2)(i)
Each employer who has a workplace or work operation covered by this standard shall ensure that a "competent person" conducts an exposure assessment immediately before or at the initiation of the operation to ascertain expected exposures during that operation or workplace. The assessment must be completed in time to comply with requirements which are triggered by exposure data or the lack of a "negative exposure assessment," and to provide information necessary to assure that all control systems planned are appropriate for that operation and will work properly.

1926.1101(f)(2)(ii)

Basis of Initial Exposure Assessment: Unless a negative exposure assessment has been made pursuant to paragraph (f)(2)(iii) of this section, the initial exposure assessment shall, if feasible, be based on monitoring conducted pursuant to paragraph (f)(1)(iii) of this section. The assessment shall take into consideration both the monitoring results and all observations, information or calculations which indicate employee exposure to asbestos, including any previous monitoring conducted in the workplace, or of the operations of the employer which indicate the levels of airborne asbestos likely to be encountered on the job. For Class I asbestos work, until the employer conducts exposure monitoring and documents that employees on that job will not be exposed in excess of the PELs, or otherwise makes a negative exposure assessment pursuant to paragraph (f)(2)(iii) of this section, the employer shall presume that employees are exposed in excess of the TWA and excursion limit.

1926.1101(f)(2)(iii)

Negative Exposure Assessment: For any one specific asbestos job which will be performed by employees who have been trained in compliance with the standard, the employer may demonstrate that employee exposures will be below the PELs by data which conform to the following criteria;

1926.1101(f)(2)(iii)(A)

Objective data demonstrating that the product or material containing asbestos minerals or the activity involving such product or material cannot release airborne fibers in concentrations exceeding the TWA and excursion limit under those work conditions having the greatest potential for releasing asbestos; or

1926.1101(f)(2)(iii)(B)

Where the employer has monitored prior asbestos jobs for the PEL and the excursion limit within 12 months of the current or projected job, the monitoring and analysis were performed in compliance with the asbestos standard in effect; and the data were obtained during work operations conducted under workplace conditions "closely resembling" the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the employer's current operations, the operations were conducted by employees whose training and experience are no more extensive than that of employees performing the current job, and these data show that under the conditions prevailing and

which will prevail in the current workplace there is a high degree of certainty that employee exposures will not exceed the TWA and excursion limit; or

1926.1101(f)(2)(iii)(C)

The results of initial exposure monitoring of the current job made from breathing zone air samples that are representative of the 8-hour TWA and 30-minute short-term exposures of each employee covering operations which are most likely during the performance of the entire asbestos job to result in exposures over the PELs.

1926.1101(f)(3)

Periodic monitoring.

1926.1101(f)(3)(i)

Class I and II operations. The employer shall conduct daily monitoring that is representative of the exposure of each employee who is assigned to work within a regulated area who is performing Class I or II work, unless the employer pursuant to (f)(2)(iii) of this section, has made a negative exposure assessment for the entire operation.

1926.1101(f)(3)(ii)

All operations under the standard other than Class I and II operations. The employer shall conduct periodic monitoring of all work where exposures are expected to exceed a PEL, at intervals sufficient to document the validity of the exposure prediction.

1926.1101(f)(3)(iii)

Exception: When all employees required to be monitored daily are equipped with supplied-air respirators operated in the pressure demand mode, or other positive pressure mode respirator, the employer may dispense with the daily monitoring required by this paragraph. However, employees performing Class I work using a control method which is not listed in paragraph (g)(4)(i), (ii), or (iii) of this section or using a modification of a listed control method, shall continue to be monitored daily even if they are equipped with supplied-air respirators.

1926.1101(f)(4)

Termination of monitoring.

1926.1101(f)(4)(i)

If the periodic monitoring required by paragraph (f)(3) of this section reveals that employee exposures, as indicated by statistically reliable measurements, are below the permissible exposure limit and excursion limit the employer may discontinue monitoring for those employees whose exposures are represented by such monitoring.

1926.1101(f)(4)(ii)

Additional monitoring. Notwithstanding the provisions of paragraph (f)(2) and (3), and (f)(4) of this section, the employer shall institute the exposure monitoring required under paragraph (f)(3) of this section whenever there has been a change in process, control equipment, personnel or work practices that may result in new or additional exposures above the permissible exposure limit and/or excursion limit or when the employer has any reason to suspect that a change may result in new or additional exposures above the permissible exposure limit and/or excursion limit. Such additional monitoring is required regardless of whether a "negative exposure assessment" was previously produced for a specific job.

1926.1101(f)(5)

Employee notification of monitoring results. The employer must, as soon as possible but no later than 5 working days after the receipt of the results of any monitoring performed under this section, notify

each affected employee of these results either individually in writing or by posting the results in an appropriate location that is accessible to employees.

1926.1101(f)(5)(i)

The employer shall notify affected employees of the monitoring results that represent that employee's exposure as soon as possible following receipt of monitoring results.

1926.1101(f)(5)(ii)

The employer shall notify affected employees of the results of monitoring respresenting the employee's exposure in writing either individually or by posting at a centrally located place that is accessible to affected employees.

1926.1101(f)(6)

Observation of monitoring.

1926.1101(f)(6)(i)
The employer shall provide affected employees and their designated representatives an opportunity to observe any monitoring of employee exposure to asbestos conducted in accordance with this section.

1926.1101(f)(6)(ii)

When observation of the monitoring of employee exposure to asbestos requires entry into an area where the use of protective clothing or equipment is required, the observer shall be provided with and be required to use such clothing and equipment and shall comply with all other applicable safety and health procedures.

1926.1101(g)

Methods of compliance.

1926.1101(g)(1)

Engineering controls and work practices for all operations covered by this section. The employer shall use the following engineering controls and work practices in all operations covered by this section, regardless of the levels of exposure:

1926.1101(g)(1)(i)

Vacuum cleaners equipped with HEPA filters to collect all debris and dust containing ACM and PACM, except as provided in paragraph (g)(8)(ii) of this section in the case of roofing material.

1926.1101(g)(1)(ii)

Wet methods, or wetting agents, to control employee exposures during asbestos handling, mixing, removal, cutting, application, and cleanup, except where employers demonstrate that the use of wet methods is infeasible due to for example, the creation of electrical hazards, equipment malfunction, and, in roofing, except as provide in paragraph (g)(8)(ii) of this section; and

1926.1101(g)(1)(iii)

Prompt clean-up and disposal of wastes and debris contaminated with asbestos in leak-tight containers except in roofing operations, where the procedures specified in paragraph (g)(8)(ii) of this section apply.

1926.1101(g)(2)

In addition to the requirements of paragraph (g)(1) of this section, the employer shall use the following control methods to achieve compliance with the TWA permissible exposure limit and excursion limit prescribed by paragraph (c) of this section;

1926.1101(g)(2)(i)

Local exhaust ventilation equipped with HEPA filter dust collection systems;

1926.1101(g)(2)(ii)

Enclosure or isolation of processes producing asbestos dust;

1926.1101(g)(2)(iii)

Ventilation of the regulated area to move contaminated air away from the breathing zone of employees and toward a filtration or collection device equipped with a HEPA filter;

1926.1101(g)(2)(iv)

Use of other work practices and engineering controls that the Assistant Secretary can show to be feasible.

1926.1101(g)(2)(v)

Wherever the feasible engineering and work practice controls described above are not sufficient to reduce employee exposure to or below the permissible exposure limit and/or excursion limit prescribed in paragraph (c) of this section, the employer shall use them to reduce employee exposure to the lowest levels attainable by these controls and shall supplement them by the use of respiratory protection that complies with the requirements of paragraph (h) of this section.

1926.1101(g)(3)

Prohibitions. The following work practices and engineering controls shall not be used for work related to asbestos or for work which disturbs ACM or PACM, regardless of measured levels of asbestos exposure or the results of initial exposure assessments:

1926.1101(g)(3)(i)

High-speed abrasive disc saws that are not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air.

1926.1101(g)(3)(ii)

Compressed air used to remove asbestos, or materials containing asbestos, unless the compressed air is used in conjunction with an enclosed ventilation system designed to capture the dust cloud created by the compressed air.

1926.1101(g)(3)(iii)

Dry sweeping, shoveling or other dry clean-up of dust and debris containing ACM and PACM.

1926.1101(g)(3)(iv)

Employee rotation as a means of reducing employee exposure to asbestos.

1926.1101(g)(4)

Class I Requirements. In addition to the provisions of paragraphs (g)(1) and (2) of this section, the following engineering controls and work practices and procedures shall be used.

1926.1101(g)(4)(i)

All Class I work, including the installation and operation of the control system shall be supervised by a competent person as defined in paragraph (b) of this section;

1926.1101(g)(4)(ii)

For all Class I jobs involving the removal of more than 25 linear or 10 square feet of thermal system insulation or surfacing material; for all other Class I jobs, where the employer cannot produce a negative exposure assessment pursuant to paragraph (f)(2)(iii) of this section, or where employees are working in areas adjacent to the regulated area, while the Class I work is being performed, the employer shall use one of the following methods to ensure that airborne asbestos does not migrate from the regulated area:

1926.1101(g)(4)(ii)(A)

Critical barriers shall be placed over all the openings to the regulated area, except where activities are performed outdoors; or

1926.1101(g)(4)(ii)(B)

The employer shall use another barrier or isolation method which prevents the migration of airborne asbestos from the regulated area, as verified by perimeter area surveillance during each work shift at each boundary of the regulated area, showing no visible asbestos dust; and perimeter area monitoring showing that clearance levels contained in 40 CFR Part 763, Subpt. E, of the EPA Asbestos in Schools Rule are met, or that perimeter area levels, measured by Phase Contrast Microscopy (PCM) are no more than background levels representing the same area before the asbestos work began. The results of such monitoring shall be made known to the employer no later than 24 hours from the end of the work shift represented by such monitoring. Exception: For work completed outdoors where employees are not working in areas adjacent to the regulated areas, this paragraph (g)(4)(ii) is satisfied when the specific control methods in paragraph (g)(5) of this section are used.

1926.1101(g)(4)(iii)

For all Class I jobs, HVAC systems shall be isolated in the regulated area by sealing with a double layer of 6 mil plastic or the equivalent;

1926.1101(g)(4)(iv)

For all Class I jobs, impermeable dropcloths shall be placed on surfaces beneath all removal activity;

1926.1101(g)(4)(v)

For all Class I jobs, all objects within the regulated area shall be covered with impermeable dropcloths or plastic sheeting which is secured by duct tape or an equivalent.

1926.1101(g)(4)(vi)

For all Class I jobs where the employer cannot produce a negative exposure assessment, or where exposure monitoring shows that a PEL is exceeded, the employer shall ventilate the regulated area to move contaminated air away from the breathing zone of employees toward a HEPA filtration or collection device.

1926.1101(g)(5)

Specific control methods for Class I work. In addition, Class I asbestos work shall be performed using one or more of the following control methods pursuant to the limitations stated below:

1926.1101(g)(5)(i)

Negative Pressure Enclosure (NPE) systems: NPE systems may be used where the configuration of the work area does not make the erection of the enclosure infeasible, with the following specifications and work practices.

1926.1101(g)(5)(i)(A)

Specifications:

1926.1101(g)(5)(i)(A)(1)

The negative pressure enclosure (NPE) may be of any configuration,

1926.1101(g)(5)(i)(A)(2)

At least 4 air changes per hour shall be maintained in the NPE,

1926.1101(g)(5)(i)(A)(3)

A minimum of -0.02 column inches of water pressure differential, relative to outside pressure, shall be maintained within the NPE as evidenced by manometric measurements,

1926.1101(g)(5)(i)(A)(4)

The NPE shall be kept under negative pressure throughout the period of its use, and

1926.1101(g)(5)(i)(A)(5)

Air movement shall be directed away from employees performing asbestos work within the enclosure, and toward a HEPA filtration or a collection device.

1926.1101(g)(5)(i)(B)

Work Practices:

1926.1101(g)(5)(i)(B)(1)

Before beginning work within the enclosure and at the beginning of each shift, the NPE shall be inspected for breaches and smoke-tested for leaks, and any leaks sealed.

1926.1101(g)(5)(i)(B)(2)

Electrical circuits in the enclosure shall be deactivated, unless equipped with ground-fault circuit interrupters.

1926.1101(g)(5)(ii)

Glove bag systems may be used to remove PACM and/or ACM from straight runs of piping and elbows and other connections with the following specifications and work practices:

1926.1101(g)(5)(ii)(A)

Specifications:

1926.1101(g)(5)(ii)(A)(1)

Glovebags shall be made of 6 mil thick plastic and shall be seamless at the bottom.

1926.1101(g)(5)(ii)(A)(2)

Glovebags used on elbows and other connections must be designed for that purpose and used without modifications.

1926.1101(g)(5)(ii)(B)

Work Practices:

1926.1101(g)(5)(ii)(B)(1)

Each glovebag shall be installed so that it completely covers the circumference of pipe or other structure where the work is to be done.

1926.1101(g)(5)(ii)(B)(2)

Glovebags shall be smoke-tested for leaks and any leaks sealed prior to use.

1926.1101(g)(5)(ii)(B)(3)

Glovebags may be used only once and may not be moved.

1926.1101(g)(5)(ii)(B)(4)

Glovebags shall not be used on surfaces whose temperature exceeds 150 deg. F.

1926.1101(g)(5)(ii)(B)(5)

Prior to disposal, glovebags shall be collapsed by removing air within them using a HEPA vacuum.

1926.1101(g)(5)(ii)(B)(6)

Before beginning the operation, loose and friable material adjacent to the glovebag/box operation shall be wrapped and sealed in two layers of six mil plastic or otherwise rendered intact,

1926.1101(g)(5)(ii)(B)(7)

Where system uses attached waste bag, such bag shall be connected to collection bag using hose or other material which shall withstand pressure of ACM waste and water without losing its integrity:

1926.1101(g)(5)(ii)(B)(8)

Sliding valve or other device shall separate waste bag from hose to ensure no exposure when waste bag is disconnected:

1926.1101(g)(5)(ii)(B)(9)

At least two persons shall perform Class I glovebag removal operations.

1926.1101(g)(5)(iii)

Negative Pressure Glove Bag Systems. Negative pressure glove bag systems may be used to remove ACM or PACM from piping.

1926.1101(g)(5)(iii)(A)

Specifications: In addition to specifications for glove bag systems above, negative pressure glove bag systems shall attach HEPA vacuum systems or other devices to bag to prevent collapse during removal.

1926.1101(g)(5)(iii)(B)

Work Practices:

1926.1101(g)(5)(iii)(B)(1)

The employer shall comply with the work practices for glove bag systems in paragraph (g)(5)(ii)(B)(4) of this section.

1926.1101(g)(5)(iii)(B)(2)

The HEPA vacuum cleaner or other device used to prevent collapse of bag during removal shall run continually during the operation until it is completed at which time the bag shall be collapsed prior to removal of the bag from the pipe.

1926.1101(g)(5)(iii)(B)(3)

Where a separate waste bag is used along with a collection bag and discarded after one use, the collection bag may be reused if rinsed clean with amended water before reuse.

1926.1101(g)(5)(iv)

Negative Pressure Glove Box Systems: Negative pressure glove boxes may be used to remove ACM or PACM from pipe runs with the following specifications and work practices.

1926.1101(g)(5)(iv)(A)

Specifications:

1926.1101(g)(5)(iv)(A)(1)

Glove boxes shall be constructed with rigid sides and made from metal or other material which can withstand the weight of the ACM and PACM and water used during removal:

1926.1101(g)(5)(iv)(A)(2)

A negative pressure generator shall be used to create negative pressure in the system:

1926.1101(g)(5)(iv)(A)(3)

An air filtration unit shall be attached to the box:

1926.1101(g)(5)(iv)(A)(4)

The box shall be fitted with gloved apertures:

1926.1101(g)(5)(iv)(A)(5)

An aperture at the base of the box shall serve as a bagging outlet for waste ACM and water:

1926.1101(g)(5)(iv)(A)(6)

A back-up generator shall be present on site:

1926.1101(g)(5)(iv)(A)(7)

Waste bags shall consist of 6 mil thick plastic double-bagged before they are filled or plastic thicker than 6 mil.

1926.1101(g)(5)(iv)(B)

Work practices:

1926.1101(g)(5)(iv)(B)(1)

At least two persons shall perform the removal:

1926.1101(g)(5)(iv)(B)(2)

The box shall be smoke-tested for leaks and any leaks sealed prior to each use:

1926.1101(g)(5)(iv)(B)(3)

Loose or damaged ACM adjacent to the box shall be wrapped and sealed in two layers of 6 mil plastic prior to the job, or otherwise made intact prior to the job.

1926.1101(g)(5)(iv)(B)(4)

A HEPA filtration system shall be used to maintain pressure barrier in box.

1926.1101(g)(5)(v)

Water Spray Process System. A water spray process system may be used for removal of ACM and PACM from cold line piping if, employees carrying out such process have completed a 40-hour separate training course in its use, in addition to training required for employees performing Class I work. The system shall meet the following specifications and shall be performed by employees using the following work practices.

1926.1101(g)(5)(v)(A)

Specifications:

1926.1101(g)(5)(v)(A)(1)

Piping shall be surrounded on 3 sides by rigid framing,

1926.1101(g)(5)(v)(A)(2)

A 360 degree water spray, delivered through nozzles supplied by a high pressure separate water line, shall be formed around the piping.

1926.1101(g)(5)(v)(A)(3)

The spray shall collide to form a fine aerosol which provides a liquid barrier between workers and the ACM and PACM.

1926.1101(g)(5)(v)(B)

Work Practices:

1926.1101(g)(5)(v)(B)(1)

The system shall be run for at least 10 minutes before removal begins.

1926.1101(g)(5)(v)(B)(2)

All removal shall take place within the water barrier.

1926.1101(g)(5)(v)(B)(3)

The system shall be operated by at least three persons, one of whom shall not perform removal, but shall check equipment, and ensure proper operation of the system.

1926.1101(g)(5)(v)(B)(4)

After removal, the ACM and PACM shall be bagged while still inside the water barrier.

1926.1101(g)(5)(vi)

A small walk-in enclosure which accommodates no more than two persons (mini-enclosure) may be used if the disturbance or removal can be completely contained by the enclosure with the following specifications and work practices.

1926.1101(g)(5)(vi)(A)

Specifications:

1926.1101(g)(5)(vi)(A)(1)

The fabricated or job-made enclosure shall be constructed of 6 mil plastic or equivalent:

1926.1101(g)(5)(vi)(A)(2)

The enclosure shall be placed under negative pressure by means of a HEPA filtered vacuum or similar ventilation unit:

1926.1101(g)(5)(vi)(B)

Work practices:

1926.1101(g)(5)(vi)(B)(1)

Before use, the mini-enclosure shall be inspected for leaks and smoke-tested to detect breaches, and breaches sealed.

1926.1101(g)(5)(vi)(B)(2)

Before reuse, the interior shall be completely washed with amended water and HEPA-vacuumed.

1926.1101(g)(5)(vi)(B)(3)

During use, air movement shall be directed away from the employee's breathing zone within the mini-enclosure.

1926.1101(g)(6)

Alternative control methods for Class I work. Class I work may be performed using a control method which is not referenced in paragraph (g)(5) of this section, or which modifies a control method referenced in paragraph (g)(5)of this section, if the following provisions are complied with:

1926.1101(g)(6)(i)

The control method shall enclose, contain or isolate the processes or source of airborne asbestos dust, or otherwise capture or redirect such dust before it enters the breathing zone of employees.

1926.1101(g)(6)(ii)

A certified industrial hygienist or licensed professional engineer who is also qualified as a project designer as defined in paragraph (b) of this section, shall evaluate the work area, the projected work practices and the engineering controls and shall certify in writing that the planned control method is adequate to reduce direct and indirect employee exposure to below the PELs under worst-case conditions of use, and that the planned control method will prevent asbestos contamination outside the regulated area, as measured by clearance sampling which meets the requirements of EPA's Asbestos in Schools rule issued under AHERA, or perimeter monitoring which meets the criteria in paragraph (g)(4)(ii)(B) of this section.

1926.1101(g)(6)(ii)(A)

Where the TSI or surfacing material to be removed is 25 linear or 10 square feet or less , the evaluation required in paragraph (g)(6) of this section may be performed by a "competent person", and may omit consideration of perimeter or clearance monitoring otherwise required.

1926.1101(g)(6)(ii)(B)

The evaluation of employee exposure required in paragraph (g)(6) of this section, shall include and be based on sampling and analytical data representing employee exposure during the use of such method under worst-case conditions and by employees whose training and experience are equivalent to employees who are to perform the current job.

1926.1101(g)(7)

Work Practices and Engineering Controls for Class II work.

1926.1101(g)(7)(i)

All Class II work shall be supervised by a competent person as defined in paragraph (b) of this section.

1926.1101(g)(7)(ii)

For all indoor Class II jobs, where the employer has not produced a negative exposure assessment pursuant to paragraph (f)(2)(iii) of this section, or where during the job, changed conditions indicate there may be exposure above the PEL or where the employer does not remove the ACM in a substantially intact state, the employer shall use one of the following methods to ensure that airborne asbestos does not migrate from the regulated area;

1926.1101(g)(7)(ii)(A)

Critical barriers shall be placed over all openings to the regulated area; or,

1926.1101(g)(7)(ii)(B)

The employer shall use another barrier or isolation method which prevents the migration of airborne asbestos from the regulated area, as verified by perimeter area monitoring or clearance monitoring which meets the criteria set out in paragraph (g)(4)(ii)(B) of this section.

1926.1101(g)(7)(ii)(C)

Impermeable dropcloths shall be placed on surfaces beneath all removal activity;

1926.1101(g)(7)(iii)

[Reserved]

1926.1101(g)(7)(iv)

All Class II asbestos work shall be performed using the work practices and requirements set out above in paragraph (g)(1)(i) through (g)(1)(iii) of this section.

1926.1101(g)(8)

Additional Controls for Class II work. Class II asbestos work shall also be performed by complying with the work practices and controls designated for each type of asbestos work to be performed, set out in this paragraph. Where more than one control method may be used for a type of asbestos work, the employer may choose one or a combination of designated control methods. Class II work also may be performed using a method allowed for Class I work, except that glove bags and glove boxes are allowed if they fully enclose the Class II material to be removed.

1926.1101(g)(8)(i)

For removing vinyl and asphalt flooring materials which contain ACM or for which in buildings constructed no later than 1980, the employer has not verified the absence of ACM pursuant to paragraph (g)(8)(i)(I) of this section. The employer shall ensure that employees comply with the following work practices and that employees are trained in these practices pursuant to paragraph (k)(9) of this section:

1926.1101(g)(8)(i)(A)

Flooring or its backing shall not be sanded.

1926.1101(g)(8)(i)(B)

Vacuums equipped with HEPA filter, disposable dust bag, and metal floor tool (no brush) shall be used to clean floors.

1926.1101(g)(8)(i)(C)

Resilient sheeting shall be removed by cutting with wetting of the snip point and wetting during delamination. Rip-up of resilient sheet floor material is prohibited.

1926.1101(g)(8)(i)(D)

All scraping of residual adhesive and/or backing shall be performed using wet methods.

1926.1101(g)(8)(i)(E)

Dry sweeping is prohibited.

1926.1101(g)(8)(i)(F)

Mechanical chipping is prohibited unless performed in a negative pressure enclosure which meets the requirements of paragraph (g)(5)(i) of this section.

1926.1101(g)(8)(i)(G)

Tiles shall be removed intact, unless the employer demonstrates that intact removal is not possible.

1926.1101(g)(8)(i)(H)

When tiles are heated and can be removed intact, wetting may be omitted.

1926.1101(g)(8)(i)(I)

Resilient flooring material including associated mastic and backing shall be assumed to be asbestos-containing unless an industrial hygienist determines that it is asbestos-free using recognized analytical techniques.

1926.1101(g)(8)(ii)

For removing roofing material which contains ACM the employer shall ensure that the following work practices are followed:

1926.1101(g)(8)(ii)(A)

Roofing material shall be removed in an intact state to the extent feasible.

1926.1101(g)(8)(ii)(B)

Wet methods shall be used to remove roofing materials that are not intact, or that will be rendered not intact during removal, unless such wet methods are not feasible or will create safety hazards.

1926.1101(g)(8)(ii)(C)

Cutting machines shall be continuously misted during use, unless a competent person determines that misting substantially decreases worker safety.

1926.1101(g)(8)(ii)(D)

When removing built-up roofs with asbestos-containing roofing felts and an aggregate surface using a power roof cutter, all dust resulting from the cutting operation shall be collected by a HEPA dust collector, or shall be HEPA vacuumed by vacuuming along the cut line. When removing built-up roofs with asbestos-containing roofing felts and a smooth surface using a power roof cutter, the dust resulting from the cutting operation shall be collected either by a HEPA dust collector or HEPA vacuuming along the cut line, or by gently sweeping and then carefully and completely wiping up the still-wet dust and debris left along the cut line.

1926.1101(g)(8)(ii)(E)

Asbestos-containing material that has been removed from a roof shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane or hoist:

1926.1101(g)(8)(ii)(E)(1)

Any ACM that is not intact shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift. While the material remains on the roof it shall either be kept wet, placed in an impermeable waste bag, or wrapped in plastic sheeting.

1926.1101(g)(8)(ii)(E)(2)

Intact ACM shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift.

1926.1101(g)(8)(ii)(F)

Upon being lowered, unwrapped material shall be transferred to a closed receptacle in such manner so as to preclude the dispersion of dust.

1926.1101(g)(8)(ii)(G)

Roof level heating and ventilation air intake sources shall be isolated or the ventilation system shall be shut down.

1926.1101(g)(8)(ii)(H)

Notwithstanding any other provision of this section, removal or repair of sections of intact roofing less than 25 square feet in area does not require use of wet methods or HEPA vacuuming as long as manual methods which do not render the material non-intact are used to remove the material and no visible dust is created by the removal method used. In determining whether a job involves less than 25 square feet, the employer shall include all removal and repair work performed on the same roof on the same day.

1926.1101(g)(8)(iii)

When removing cementitious asbestos-containing siding and shingles or transite panels containing ACM on building exteriors (other than roofs, where paragraph (g)(8)(ii) of this section applies) the employer shall ensure that the following work practices are followed:

1926.1101(g)(8)(iii)(A)
Cutting, abrading or breaking siding, shingles, or transite panels, shall be prohibited unless the employer can demonstrate that methods less likely to result in asbestos fiber release cannot be used.

1926.1101(g)(8)(iii)(B)

Each panel or shingle shall be sprayed with amended water prior to removal.

1926.1101(g)(8)(iii)(C)

Unwrapped or unbagged panels or shingles shall be immediately lowered to the ground via covered dust-tight chute, crane or hoist, or placed in an impervious waste bag or wrapped in plastic sheeting and lowered to the ground no later than the end of the work shift.

1926.1101(g)(8)(iii)(D)

Nails shall be cut with flat, sharp instruments.

1926.1101(g)(8)(iv)

When removing gaskets containing ACM, the employer shall ensure that the following work practices are followed:

1926.1101(g)(8)(iv)(A)

If a gasket is visibly deteriorated and unlikely to be removed intact, removal shall be undertaken within a glovebag as described in paragraph (g)(5)(ii) of this section.

1926.1101(g)(8)(iv)(B)
[Reserved]

1926.1101(g)(8)(iv)(C)

The gasket shall be immediately placed in a disposal container.

1926.1101(g)(8)(iv)(D)

Any scraping to remove residue must be performed wet.

1926.1101(g)(8)(v)

When performing any other Class II removal of asbestos containing material for which specific controls have not been listed in paragraph (g)(8)(iv)(A) through (D) of this section, the employer shall ensure that the following work practices are complied with.

1926.1101(g)(8)(v)(A)

The material shall be thoroughly wetted with amended water prior to and during its removal.

1926.1101(g)(8)(v)(B)

The material shall be removed in an intact state unless the employer demonstrates that intact removal is not possible.

1926.1101(g)(8)(v)(C)

Cutting, abrading or breaking the material shall be prohibited unless the employer can demonstrate that methods less likely to result in asbestos fiber release are not feasible.

1926.1101(g)(8)(v)(D)

Asbestos-containing material removed, shall be immediately bagged or wrapped, or kept wetted until transferred to a closed receptacle, no later than the end of the work shift.

1926.1101(g)(8)(vi)

Alternative Work Practices and Controls. Instead of the work practices and controls listed in paragraph (g)(8)(i) through (v) of this section, the employer may use different or modified engineering and work practice controls if the following provisions are complied with.

1926.1101(g)(8)(vi)(A)

The employer shall demonstrate by data representing employee exposure during the use of such method under conditions which closely resemble the conditions under which the method is to be used, that employee exposure will not exceed the PELs under any anticipated circumstances.

1926.1101(g)(8)(vi)(B)

A competent person shall evaluate the work area, the projected work practices and the engineering controls, and shall certify in writing, that the different or modified controls are adequate to reduce direct and indirect employeeexposure to below the PELs under all expected conditions of use and that the method meets the requirements of this standard. The evaluation shall include and be based on data representing employee exposure during the use of such method under conditions which closely resemble the conditions under which the method is to be used for the current job, and by employees whose training and experience are equivalent to employees who are to perform the current job.

1926.1101(g)(9)

Work Practices and Engineering Controls for Class III asbestos work. Class III asbestos work shall be conducted using engineering and work practice controls which minimize the exposure to employees performing the asbestos work and to bystander employees.

1926.1101(g)(9)(i)

The work shall be performed using wet methods.

1926.1101(g)(9)(ii)

To the extent feasible, the work shall be performed using local exhaust ventilation.

1926.1101(g)(9)(iii)

Where the disturbance involves drilling, cutting, abrading, sanding, chipping, breaking, or sawing of thermal system insulation or surfacing material, the employer shall use impermeable dropcloths, and shall isolate the operation using mini-enclosures or glove bag systems pursuant to paragraph (g)(5) of this section or another isolation method.

1926.1101(g)(9)(iv)

Where the employer does not produce a "negative exposure assessment" for a job, or where monitoring results show the PEL has been exceeded, the employer shall contain the area using impermeable dropcloths and plastic barriers or their equivalent, or shall isolate the operation using a control system listed in and in compliance with paragraph (g)(5) of this section.

1926.1101(g)(9)(v)

Employees performing Class III jobs, which involve the disturbance of thermal system insulation or surfacing material, or where the employer does not produce a "negative exposure assessment" or where monitoring results show a PEL has been exceeded, shall wear respirators which are selected, used and fitted pursuant to provisions of paragraph (h) of this section.

1926.1101(g)(10)

Class IV asbestos work. Class IV asbestos jobs shall be conducted by employees trained pursuant to the asbestos awareness training program set out in paragraph (k)(9) of this section. In addition, all Class IV jobs shall be conducted in conformity with the requirements set out in paragraph (g)(1) of this section, mandating wet methods, HEPA vacuums, and prompt clean up of debris containing ACM or PACM.

1926.1101(g)(10)(i)

Employees cleaning up debris and waste in a regulated area where respirators are required shall wear respirators which are selected, used and fitted pursuant to provisions of paragraph (h) of this section.

1926.1101(g)(10)(ii)

Employers of employees who clean up waste and debris in, and employers in control of, areas where friable thermal system insulation or surfacing material is accessible, shall assume that such waste and debris contain asbestos.

1926.1101(g)(11)

Alternative methods of compliance for installation, removal, repair, and maintenance of certain roofing and pipeline coating materials. Notwithstanding any other provision of this section, an employer who complies with all provisions of this paragraph (g)(11) when installing, removing, repairing, or maintaining intact pipeline asphaltic wrap, or roof flashings which contain asbestos fibers encapsulated or coated by bituminous or resinous compounds shall be deemed to be in compliance with this section. If an employer does not comply with all provisions of this paragraph (g)(11) or if during the course of the job the material does not remain intact, the provisions of paragraph (g)(8) of this section apply instead of this paragraph (g)(11).

1926.1101(g)(11)(i)

Before work begins and as needed during the job, a competent person who is capable of identifying asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate such hazards, shall conduct an inspection of the worksite and determine that the roofing material is intact and will likely remain intact.

1926.1101(g)(11)(ii)

All employees performing work covered by this paragraph (g)(11) shall be trained in a training program that meets the requirements of paragraph (k)(9)(viii) of this section.

1926.1101(g)(11)(iii)

The material shall not be sanded, abraded, or ground. Manual methods which do not render the material non-intact shall be used.

1926.1101(g)(11)(iv)

Material that has been removed from a roof shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane or hoist. All such material shall be removed from the roof as soon as is practicable, but in any event no later than the end of the work shift.

1926.1101(g)(11)(v)

Where roofing products which have been labeled as containing asbestos pursuant to paragraph (k)(8) of this section are installed on non-residential roofs during operations covered by this paragraph (g)(11), the employer shall notify the building owner of the presence and location of such materials no later than the end of the job.

1926.1101(g)(11)(vi)

All removal or disturbance of pipeline asphaltic wrap shall be performed using wet methods.

1926.1101(h)

Respiratory protection.

1926.1101(h)(1)

General. For employees who use respirators required by this section, the employer must provide each employee an appropriate respirator that complies with the requirements of this paragraph. Respirators must be used during:

1926.1101(h)(1)(i)

Class I asbestos work.

1926.1101(h)(1)(ii)

Class II asbestos work when ACM is not removed in a substantially intact state.

1926.1101(h)(1)(iii)

Class II and III asbestos work that is not performed using wet methods, except for removal of ACM from sloped roofs when a negative-exposure assessment has been conducted and ACM is removed in an intact state.

1926.1101(h)(1)(iv)

Class II and III asbestos work for which a negative-exposure assessment has not been conducted.

1926.1101(h)(v)

Class III asbestos work when TSI or surfacing ACM or PACM is being disturbed.

1926.1101(h)(1)(vi)

Class IV asbestos work performed within regulated areas where employees who are performing other work are required to use respirators.

1926.1101(h)(1)(vii)

Work operations covered by this section for which employees are exposed above the TWA or excursion limit.

1926.1101(h)(1)(viii)

Emergencies.

1926.1101(h)(2)

Respirator program.

1926.1101(h)(2)(i)

The employer must implement a respiratory protection program in accordance with § 1910.134 (b) through (d) (except (d)(1)(iii)), and (f) through (m), which covers each employee required by this section to use a respirator.

1926.1101(h)(2)(ii)

No employee shall be assigned to asbestos work that requires respirator use if, based on their most recent medical examination, the examining physician determines that the employee will be unable to function normally while using a respirator, or that the safety or health of the employee or other employees will be impaired by the employee's respirator use. Such employees must be assigned to another job or given the opportunity to transfer to a different position that they can perform. If such a transfer position is available, it must be with the same employer, in the same geographical area, and with the same seniority, status, rate of pay, and other job benefits the employee had just prior to such transfer.

1926.1101(h)(3)

Respirator selection.
1926.1101(h)(3)(i)

Employers must:

1926.1101(h)(3)(i)(A)

Select, and provide to employees, the appropriate respirators specified in paragraph (d)(3)(i)(A) of 29 CFR 1910.134; however, employers must not select or use filtering facepiece respirators for use against asbestos fibers.

1926.1101(h)(3)(i)(B)

Provide HEPA filters for powered and non-powered air-purifying respirators.

1926.1101(h)(3)(ii)

Employers must provide an employee with tight-fitting, powered air-purifying respirator (PAPR) instead of a negative pressure respirator selected according to paragraph (h)(3)(i)(A) of this standard when the employee chooses to use a PAPR and it provides adequate protection to the employee.

1926.1101(h)(3)(iii)

Employers must provide employees with an air-purifying half mask respirator, other than a filtering facepiece respirator, whenever the employees perform:

1926.1101(h)(3)(iii)(A)

Class II or Class III asbestos work for which no negative exposure assessment is available.

1926.1101(h)(3)(iii)(B)

Class III asbestos work involving disturbance of TSI or surfacing ACM or PACM.

1926.1101(h)(3)(iv)

Employers must provide employees with:

1926.1101(h)(3)(iv)(A)

A tight-fitting powered air-purifying respirator or a full facepiece, supplied-air respirator operated in the pressure-demand mode and equipped with either HEPA egress cartridges or an auxiliary positive-pressure, self-contained breathing apparatus (SCBA) whenever the employees are in a regulated area performing Class I asbestos work for which a negative exposure assessment is not available and the exposure assessment indicates that the exposure level will be at or below 1 f/cc as an 8-hour time-weighted average (TWA).

1926.1101(h)(3)(iv)(B)

A full facepiece supplied-air respirator operated in the pressure-demand mode and equipped with an auxiliary positive-pressure SCBA whenever the employees are in a regulated area performing Class I asbestos work for which a negative exposure assessment is not available and the exposure assessment indicates that the exposure level will be above 1 f/cc as an 8-hour TWA.

1926.1101(i)

Protective clothing.

1926.1101(i)(1)

General. The employer shall provide and require the use of protective clothing, such as coveralls or similar whole-body clothing, head coverings, gloves, and foot coverings for any employee exposed to airborne concentrations of asbestos that exceed the TWA and/or excursion limit prescribed in paragraph (c) of this section, or for which a required negative exposure assessment is not produced, or for any employee performing Class I operations which involve the removal of over 25 linear or 10 square feet of TSI or surfacing ACM and PACM.

1926.1101(i)(2)

Laundering.

1926.1101(i)(2)(i)

The employer shall ensure that laundering of contaminated clothing is done so as to prevent the release of airborne asbestos in excess of the TWA or excursion limit prescribed in paragraph (c) of this section.

1926.1101(i)(2)(ii)

Any employer who gives contaminated clothing to another person for laundering shall inform such person of the requirement in paragraph (i)(2)(i) of this section to effectively prevent the release of airborne asbestos in excess of the TWA and excursion limit prescribed in paragraph (c) of this section.

1926.1101(i)(3)

Contaminated clothing. Contaminated clothing shall be transported in sealed impermeable bags, or other closed, impermeable containers, and be labeled in accordance with paragraph (k) of this section.

1926.1101(i)(4)

Inspection of protective clothing.

1926.1101(i)(4)(i)

The competent person shall examine worksuits worn by employees at least once per workshift for rips or tears that may occur during performance of work.

1926.1101(i)(4)(ii)

When rips or tears are detected while an employee is working, rips and tears shall be immediately mended, or the worksuit shall be immediately replaced.

1926.1101(j)

Hygiene facilities and practices for employees.

1926.1101(j)(1)

Requirements for employees performing Class I asbestos jobs involving over 25 linear or 10 square feet of TSI or surfacing ACM and PACM.

1926.1101(j)(1)(i)

Decontamination areas. the employer shall establish a decontamination area that is adjacent and connected to the regulated area for the decontamination of such employees. The decontamination area shall consist of an equipment room, shower area, and clean room in series. The employer shall ensure that employees enter and exit the regulated area through the decontamination area.

1926.1101(j)(1)(i)(A)

Equipment room. The equipment room shall be supplied with impermeable, labeled bags and containers for the containment and disposal of contaminated protective equipment.

1926.1101(j)(1)(i)(B)

Shower area. Shower facilities shall be provided which comply with 29 CFR 1910.141(d)(3), unless the employer can demonstrate that they are not feasible. The showers shall be adjacent both to the equipment room and the clean room, unless the employer can demonstrate that this location is not feasible. Where the employer can demonstrate that it is not feasible to locate the shower between the equipment room and the clean room, or where the work is performed outdoors, the employers shall ensure that employees:

1926.1101(j)(1)(i)(B)(1)

Remove asbestos contamination from their worksuits in the equipment room using a HEPA vacuum before proceeding to a shower that is not adjacent to the work area; or

1926.1101(j)(1)(i)(B)(2)

Remove their contaminated worksuits in the equipment room, then don clean worksuits, and proceed to a shower that is not adjacent to the work area.

1926.1101(j)(1)(i)(C)

Clean change room. The clean room shall be equipped with a locker or appropriate storage container for each employee's use. When the employer can demonstrate that it is not feasible to provide a clean change area adjacent to the work area or where the work is performed outdoors, the employer may permit employees engaged in Class I asbestos jobs to clean their protective clothing with a portable HEPA-equipped vacuum before such employees leave the regulated area. Following showering, such employees however must then change into street clothing in clean change areas provided by the employer which otherwise meet the requirements of this section.

1926.1101(j)(1)(ii)

Decontamination area entry procedures. The employer shall ensure that employees:
1926.1101(j)(1)(ii)(A)

Enter the decontamination area through the clean room;

1926.1101(j)(1)(ii)(B)

Remove and deposit street clothing within a locker provided for their use; and

1926.1101(j)(1)(ii)(C)

Put on protective clothing and respiratory protection before leaving the clean room.

1926.1101(j)(1)(ii)(D)

Before entering the regulated area, the employer shall ensure that employees pass through the equipment room.

1926.1101(j)(1)(iii)

Decontamination area exit procedures. The employer shall ensure that:

1926.1101(j)(1)(iii)(A)

Before leaving the regulated area, employees shall remove all gross contamination and debris from their protective clothing.

1926.1101(j)(1)(iii)(B)

Employees shall remove their protective clothing in the equipment room and deposit the clothing in labeled impermeable bags or containers.

1926.1101(j)(1)(iii)(C)

Employees shall not remove their respirators in the equipment room.

1926.1101(j)(1)(iii)(D)

Employees shall shower prior to entering the clean room.

1926.1101(j)(1)(iii)(E)

After showering, employees shall enter the clean room before changing into street clothes.

1926.1101(j)(1)(iv)

Lunch Areas. Whenever food or beverages are consumed at the worksite where employees are performing Class I asbestos work, the employer shall provide lunch areas in which the airborne concentrations of asbestos are below the permissible exposure limit and/or excursion limit.

1926.1101(j)(2)

Requirements for Class I work involving less than 25 linear or 10 square feet of TSI or surfacing ACM and PACM, and for Class II and Class III asbestos work operations where exposures exceed a PEL or where there is no negative exposure assessment produced before the operation.

1926.1101(j)(2)(i)

The employer shall establish an equipment room or area that is adjacent to the regulated area for the decontamination of employees and their equipment which is contaminated with asbestos which shall consist of an area covered by a impermeable drop cloth on the floor or horizontal working surface.

1926.1101(j)(2)(ii)

The area must be of sufficient size as to accommodate cleaning of equipment and removing personal protective equipment without spreading contamination beyond the area (as determined by visible accumulations).

1926.1101(j)(2)(iii)

Work clothing must be cleaned with a HEPA vacuum before it is removed.

1926.1101(j)(2)(iv)

All equipment and surfaces of containers filled with ACM must be cleaned prior to removing them from the equipment room or area.

1926.1101(j)(2)(v)

The employer shall ensure that employees enter and exit the regulated area through the equipment room or area.

1926.1101(j)(3)

Requirements for Class IV work. Employers shall ensure that employees performing Class IV work within a regulated area comply with the hygiene practice required of employees performing work which has a higher classification within that regulated area. Otherwise employers of employees cleaning up debris and material which is TSI or surfacing ACM or identified as PACM shall provide decontamination facilities for such employees which are required by paragraph (j)(2) of this section.

1926.1101(j)(4)

Smoking in work areas. The employer shall ensure that employees do not smoke in work areas where they are occupationally exposed to asbestos because of activities in that work area.

1926.1101(k)

Communication of hazards.

1926.1101(k)(1)

This section applies to the communication of information concerning asbestos hazards in construction activities to facilitate compliance with this standard. Most asbestos-related construction activities involve previously installed building materials. Building owners often are the only and/or best sources of information concerning them. Therefore, they, along with employers of potentially exposed employees, are assigned specific information conveying and retention duties under this section. Installed Asbestos Containing Building Material. Employers and building owners shall identify TSI and sprayed or troweled on surfacing materials in buildings as asbestos-containing, unless they determine in compliance with paragraph (k)(5) of this section that the material is not asbestos-containing. Asphalt and vinyl flooring material installed no later than 1980 must also be considered as asbestos containing unless the employer, pursuant to paragraph (g)(8)(i)(I) of this section determines that it is not asbestos-containing. If the employer/building owner has actual knowledge, or should have known through the exercise of due diligence, that other materials are asbestos-containing, they too must be treated as such. When communicating information to employees pursuant to this standard, owners and employers shall identify "PACM" as ACM. Additional requirements relating to communication of asbestos work on multi-employer worksites are set out in paragraph (d) of this section.

1926.1101(k)(2)

Duties of building and facility owners.

1926.1101(k)(2)(i)

Before work subject to this standard is begun, building and facility owners shall determine the presence, location, and quantity of ACM and/or PACM at the work site pursuant to paragraph (k)(1) of this section.

1926.1101(k)(2)(ii)

Building and/or facility owners shall notify the following persons of the presence, location and quantity of ACM or PACM, at the work sites in their buildings and facilities. Notification either shall be in writing, or shall consist of a personal communication between the owner and the person to whom notification must be given or their authorized representatives:

1926.1101(k)(2)(ii)(A)

Prospective employers applying or bidding for work whose employees reasonably can be expected to work in or adjacent to areas containing such material;

1926.1101(k)(2)(ii)(B)

Employees of the owner who will work in or adjacent to areas containing such material:

1926.1101(k)(2)(ii)(C)

On multi-employer worksites, all employers of employees who will be performing work within or adjacent to areas containing such materials;

1926.1101(k)(2)(ii)(D)

Tenants who will occupy areas containing such material.

1926.1101(k)(3)

Duties of employers whose employees perform work subject to this standard in or adjacent to areas containing ACM and PACM. Building/facility owners whose employees perform such work shall comply with these provisions to the extent applicable.

1926.1101(k)(3)(i)

Before work in areas containing ACM and PACM is begun; employers shall identify the presence, location, and quantity of ACM, and/or PACM therein pursuant to paragraph (k)(1) of this section.

1926.1101(k)(3)(ii)

Before work under this standard is performed employers of employees who will perform such work shall inform the following persons of the location and quantity of ACM and/or PACM present in the area and the precautions to be taken to insure that airborne asbestos is confined to the area.

1926.1101(k)(3)(ii)(A)

Owners of the building/facility;

1926.1101(k)(3)(ii)(B)

Employees who will perform such work and employers of employees who work and/or will be working in adjacent areas.

1926.1101(k)(3)(iii)

Within 10 days of the completion of such work, the employer whose employees have performed work subject to this standard, shall inform the building/facility owner and employers of employees who will be working in the area of the current location and quantity of PACM and/or ACM remaining in the area and final monitoring results, if any.

1926.1101(k)(4)

In addition to the above requirements, all employers who discover ACM and/or PACM on a worksite shall convey information concerning the presence, location and quantity of such newly discovered ACM and/or PACM to the owner and to other employers of employees working at the work site, within 24 hours of the discovery.

1926.1101(k)(5)

Criteria to rebut the designation of installed material as PACM.

1926.1101(k)(5)(i)

At any time, an employer and/or building owner may demonstrate, for purposes of this standard, that PACM does not contain asbestos. Building owners and/or employers are not required to communicate information about the presence of building material for which such a demonstration pursuant to the requirements of paragraph (k)(5)(ii) of this section has been made. However, in all such cases, the information, data and analysis supporting the determination that PACM does not contain asbestos, shall be retained pursuant to paragraph (n) of this section.

1926.1101(k)(5)(ii)

An employer or owner may demonstrate that PACM does not contain more than 1 percent asbestos by the following:

1926.1101(k)(5)(ii)(A)

Having a completed inspection conducted pursuant to the requirements of AHERA (40 CFR Part 763, Subpart E) which demonstrates that the material is not ACM; or

1926.1101(k)(5)(ii)(B)

Performing tests of the material containing PACM which demonstrate that no ACM is present in the material. Such tests shall include analysis of bulk samples collected in the manner described in 40 CFR 763.86. The tests, evaluation and sample collection shall be conducted by an accredited inspector or by a CIH. Analysis of samples shall be performed by persons or laboratories with proficiency demonstrated by current successful participation in a nationally recognized testing program such as the National Voluntary Laboratory Accreditation Program (NVLAP) or the National Institute for Standards and Technology (NIST) or the Round Robin for bulk samples administered by the American Industrial Hygiene Association (AIHA) or an equivalent nationally-recognized round robin testing program.

1926.1101(k)(5)(iii)

The employer and/or building owner may demonstrate that flooring material including associated mastic and backing does not contain asbestos, by a determination of an industrial hygienist based upon recognized analytical techniques showing that the material is not ACM.

1926.1101(k)(6)

At the entrance to mechanical rooms/areas in which employees reasonably can be expected to enter and which contain ACM and/or PACM, the building owner shall post signs which identify the material which is present, its location, and appropriate work practices which, if followed, will ensure that ACM and/or PACM will not be disturbed. The employer shall ensure, to the extent feasible, that employees who come in contact with these signs can comprehend them. Means to ensure employee comprehension may include the use of foreign languages, pictographs, graphics, and awareness training.

1926.1101(k)(7)

Signs.

1926.1101(k)(7)(i)

Warning signs that demarcate the regulated area shall be provided and displayed at each location where a regulated area is required to be established by paragraph (e) of this section. Signs shall be posted at such a distance from such a location that an employee may read the signs and take necessary protective steps before entering the area marked by the signs.

1926.1101(k)(7)(ii)(A)

The warning signs required by paragraph (k)(7) of this section shall bear the following information.

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

AUTHORIZED PERSONNEL ONLY

1926.1101(k)(7)(ii)(B)

In addition, where the use of respirators and protective clothing is required in the regulated area under this section, the warning signs shall include the following:

RESPIRATORS AND PROTECTION CLOTHING ARE REQUIRED IN THIS AREA

1926.1101(k)(7)(iii)

The employer shall ensure that employees working in and contiguous to regulated areas comprehend the warning signs required to be posted by paragraph (k)(7)(i) of this section. Means to ensure employee comprehension may include the use of foreign languages, pictographs and graphics.

1926.1101(k)(8)

Labels.

1926.1101(k)(8)(i)

Labels shall be affixed to all products containing asbestos and to all containers containing such products, including waste containers. Where feasible, installed asbestos products shall contain a visible label.

1926.1101(k)(8)(ii)

Labels shall be printed in large, bold letters on a contrasting background.

1926.1101(k)(8)(iii)

Labels shall be used in accordance with the requirements of 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard, and shall contain the following information:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

1926.1101(k)(8)(iv)
[Reserved]

1926.1101(k)(8)(v)

Labels shall contain a warning statement against breathing asbestos fibers.

1926.1101(k)(8)(vi)

The provisions for labels required by paragraphs (k)(8)(i) through (k)(8)(iii) of this section do not apply where:

1926.1101(k)(8)(vi)(A)

Asbestos fibers have been modified by a bonding agent, coating, binder, or other material, provided that the manufacturer can demonstrate that, during any reasonably foreseeable use, handling, storage, disposal, processing, or transportation, no airborne concentrations of asbestos fibers in excess of the permissible exposure limit and/or excursion limit will be released, or

1926.1101(k)(8)(vi)(B)

Asbestos is present in a product in concentrations less than 1.0 percent.

1926.1101(k)(8)(vii)

When a building owner or employer identifies previously installed PACM and/or ACM, labels or signs shall be affixed or posted so that employees will be notified of what materials contain PACM and/or ACM. The employer shall attach such labels in areas where they will clearly be noticed by employees who are likely to be exposed, such as at the entrance to mechanical room/areas. Signs required by paragraph (k)(6) of this section may be posted in lieu of labels so long as they contain information required for labelling. The employer shall ensure, to the extent feasible, that employees who come in contact with these signs or labels can comprehend them. Means to ensure employee comprehension may include the use of foreign languages, pictographs, graphics, and awareness training.

1926.1101(k)(9)

Employee Information and Training.

1926.1101(k)(9)(i)

The employer shall train each employee who is likely to be exposed in excess of a PEL, and each employee who performs Class I through IV asbestos operations, in accordance with the requirements of this section. Such training shall be conducted at no cost to the employee. The employer shall institute a training program and ensure employee participation in the program.

1926.1101(k)(9)(ii)

Training shall be provided prior to or at the time of initial assignment and at least annually thereafter.

1926.1101(k)(9)(iii)

Training for Class I operations and for Class II operations that require the use of critical barriers (or equivalent isolation methods) and/or negative pressure enclosures under this section shall be the equivalent in curriculum, training method and length to the EPA Model Accreditation Plan (MAP) asbestos abatement workers training (40 CFR Part 763, subpart E, appendix C).

1926.1101(k)(9)(iv)

Training for other Class II work.

1926.1101(k)(9)(iv)(A)

For work with asbestos containing roofing materials, flooring materials, siding materials, ceiling tiles, or transite panels, training shall include at a minimum all the elements included in paragraph (k)(9)(viii) of this section and in addition, the specific work practices and engineering controls set forth in paragraph (g) of this section which specifically relate to that category. Such course shall include "hands-on" training and shall take at least 8 hours.

1926.1101(k)(9)(iv)(B)

An employee who works with more than one of the categories of material specified in paragraph (k)(9)(iv)(A) of this section shall receive training in the work practices applicable to each category of material that the employee removes and each removal method that the employee uses.

1926.1101(k)(9)(iv)(C)

For Class II operations not involving the categories of material specified in paragraph (k)(9)(iv)(A) of this section, training shall be provided which shall include at a minimum all the elements included in paragraph (k)(9)(viii) of this section and in addition, the specific work practices and engineering controls set forth in paragraph (g) of this section which specifically relate to the category of material being removed, and shall include "hands-on" training in the work practices applicable to each category of material that the employee removes and each removal method that the employee uses.

1926.1101(k)(9)(v)

Training for Class III employees shall be consistent with EPA requirements for training of local education agency maintenance and custodial staff as set forth at 40 CFR 763.92(a)(2). Such a course shall also include "hands-on" training and shall take at least 16 hours. Exception: For Class III operations for which the competent person determines that the EPA curriculum does not adequately cover the training needed to perform that activity, training shall include as a minimum all the elements included in paragraph (k)(9)(viii) of this section and in addition, the specific work practices and engineering controls set forth in paragraph (g) of this section which specifically relate to that activity, and shall include "hands-on" training in the work practices applicable to each category of material that the employee disturbs.

1926.1101(k)(9)(vi)

Training for employees performing Class IV operations shall be consistent with EPA requirements for training of local education agency maintenance and custodial staff as set forth at 40 CFR 763.92(a)(1).

Such a course shall include available information concerning the locations of thermal system insulation and surfacing ACM/PACM, and asbestos-containing flooring material, or flooring material where the absence of asbestos has not yet been certified; and instruction in recognition of damage, deterioration, and delamination of asbestos containing building materials. Such course shall take at least 2 hours.

1926.1101(k)(9)(vii)

Training for employees who are likely to be exposed in excess of the PEL and who are not otherwise required to be trained under paragraph (k)(9)(iii) through (vi) of this section, shall meet the requirements of paragraph (k)(9)(viii) of this section.

1926.1101(k)(9)(viii)

The training program shall be conducted in a manner that the employee is able to understand. In addition to the content required by provisions in paragraphs (k)(9)(iii) through (vi) of this section, the employer shall ensure that each such employee is informed of the following:

1926.1101(k)(9)(viii)(A)

Methods of recognizing asbestos, including the requirement in paragraph (k)(1) of this section to presume that certain building materials contain asbestos;

1926.1101(k)(9)(viii)(B)

The health effects associated with asbestos exposure;

1926.1101(k)(9)(viii)(C)

The relationship between smoking and asbestos in producing lung cancer;

1926.1101(k)(9)(viii)(D)

The nature of operations that could result in exposure to asbestos, the importance of necessary protective controls to minimize exposure including, as applicable, engineering controls, work practices, respirators, housekeeping procedures, hygiene facilities, protective clothing, decontamination procedures, emergency procedures, and waste disposal procedures, and any necessary instruction in the use of these controls and procedures; where Class III and IV work will be or is performed, the contents of EPA 20T-2003, "Managing Asbestos In-Place" July 1990 or its equivalent in content;

1926.1101(k)(9)(viii)(E)

The purpose, proper use, fitting instructions, and limitations of respirators as required by 29 CFR 1910.134;

1926.1101(k)(9)(viii)(F)

The appropriate work practices for performing the asbestos job;

1926.1101(k)(9)(viii)(G)

Medical surveillance program requirements;

1926.1101(k)(9)(viii)(H)

The content of this standard including appendices;

1926.1101(k)(9)(viii)(I)

The names, addresses and phone numbers of public health organizations which provide information, materials and/or conduct programs concerning smoking cessation. The employer may distribute the list of such organizations contained in Appendix J to this section, to comply with this requirement; and

1926.1101(k)(9)(viii)(J)

The requirements for posting signs and affixing labels and the meaning of the required legends for such signs and labels.

1926.1101(k)(10)

Access to training materials.

1926.1101(k)(10)(i)

The employer shall make readily available to affected employees without cost, written materials relating to the employee training program, including a copy of this regulation.

1926.1101(k)(10)(ii)

The employer shall provide to the Assistant Secretary and the Director, upon request, all information and training materials relating to the employee information and training program.

1926.1101(k)(10)(iii)

The employer shall inform all employees concerning the availability of self-help smoking cessation program material. Upon employee request, the employer shall distribute such material, consisting of NIH Publication No, 89-1647, or equivalent self-help material, which is approved or published by a public health organization listed in Appendix J to this section.

1926.1101(l)

Housekeeping --

1926.1101(l)(1)

Vacuuming. Where vacuuming methods are selected, HEPA filtered vacuuming equipment must be used. The equipment shall be used and emptied in a manner that minimizes the reentry of asbestos into the workplace.

1926.1101(l)(2)

Waste disposal. Asbestos waste, scrap, debris, bags, containers, equipment, and contaminated clothing consigned for disposal shall be collected and disposed of in sealed, labeled, impermeable bags or other closed, labeled, impermeable containers except in roofing operations where the procedures specified in paragraph (g)(8)(ii) of this section apply.

1926.1101(l)(3)

Care of asbestos-containing flooring material.

1926.1101(l)(3)(i)

All vinyl and asphalt flooring material shall be maintained in accordance with this paragraph unless the building/facility owner demonstrates, pursuant to paragraph (g)(8)(i)(I) of this section that the flooring does not contain asbestos.

1926.1101(l)(3)(ii)

Sanding of flooring material is prohibited.

1926.1101(l)(3)(iii)

Stripping of finishes shall be conducted using low abrasion pads at speeds lower than 300 rpm and wet methods.

1926.1101(l)(3)(iv)

Burnishing or dry buffing may be performed only on flooring which has sufficient finish so that the pad cannot contact the flooring material.

1926.1101(l)(4)

Waste and debris and accompanying dust in an area containing accessible thermal system insulation or surfacing ACM/PACM or visibly deteriorated ACM:

1926.1101(l)(4)(i)

shall not be dusted or swept dry, or vacuumed without using a HEPA filter;

1926.1101(l)(4)(ii)

shall be promptly cleaned up and disposed of in leak tight containers.

1926.1101(m)

Medical surveillance.

1926.1101(m)(1)

General --

1926.1101(m)(1)(i)

Employees covered.

1926.1101(m)(1)(i)(A)

The employer shall institute a medical surveillance program for all employees who for a combined total of 30 or more days per year are engaged in Class I, II and III work or are exposed at or above a permissible exposure limit. For purposes of this paragraph, any day in which a worker engages in Class II or Class III operations or a combination thereof on intact material for one hour or less (taking into account the entire time spent on the removal operation, including cleanup) and, while doing so, adheres fully to the work practices specified in this standard, shall not be counted.

1926.1101(m)(1)(i)(B)

For employees otherwise required by this standard to wear a negative pressure respirator, employers shall ensure employees are physically able to perform the work and use the equipment. This determination shall be made under the supervision of a physician.

1926.1101(m)(1)(ii)

Examination.

1926.1101(m)(1)(ii)(A)

The employer shall ensure that all medical examinations and procedures are performed by or under the supervision of a licensed physician, and are provided at no cost to the employee and at a reasonable time and place.

1926.1101(m)(1)(ii)(B)

Persons other than such licensed physicians who administer the pulmonary function testing required by this section shall complete a training course in spirometry sponsored by an appropriate academic or professional institution.

1926.1101(m)(2)

Medical examinations and consultations.

1926.1101(m)(2)(i)

Frequency. The employer shall make available medical examinations and consultations to each employee covered under paragraph (m)(1)(i) of this section on the following schedules:

1926.1101(m)(2)(i)(A)

Prior to assignment of the employee to an area where negative-pressure respirators are worn;

1926.1101(m)(2)(i)(B)

When the employee is assigned to an area where exposure to asbestos may be at or above the permissible exposure limit for 30 or more days per year, or engage in Class I, II, or III work for a combined total of 30 or more days per year, a medical examination must be given within 10 working days following the thirtieth day of exposure;

1926.1101(m)(2)(i)(C)

And at least annually thereafter.

1926.1101(m)(2)(i)(D)

If the examining physician determines that any of the examinations should be provided more frequently than specified, the employer shall provide such examinations to affected employees at the frequencies specified by the physician.

1926.1101(m)(2)(i)(E)

Exception: No medical examination is required of any employee if adequate records show that the employee has been examined in accordance with this paragraph within the past 1-year period.

1926.1101(m)(2)(ii)

Content. Medical examinations made available pursuant to paragraphs (m)(2)(i)(A) through (m)(2)(i)(C) of this section shall include:

1926.1101(m)(2)(ii)(A)

A medical and work history with special emphasis directed to the pulmonary, cardiovascular, and gastrointestinal systems.

1926.1101(m)(2)(ii)(B)

On initial examination, the standardized questionnaire contained in Part 1 of Appendix D to this section, and, on annual examination, the abbreviated standardized questionnaire contained in Part 2 of Appendix D to this section.

1926.1101(m)(2)(ii)(C)

A physical examination directed to the pulmonary and gastrointestinal systems, including a chest roentgenogram to be administered at the discretion of the physician, and pulmonary function tests of forced vital capacity (FVC) and forced expiratory volume at one second (FEV(1)). Interpretation and classification of chest shall be conducted in accordance with Appendix E to this section.

1926.1101(m)(2)(ii)(D)

Any other examinations or tests deemed necessary by the examining physician.

1926.1101(m)(3)

Information provided to the physician. The employer shall provide the following information to the examining physician:

1926.1101(m)(3)(i)

A copy of this standard and Appendices D, E, and I to this section;

1926.1101(m)(3)(ii)

A description of the affected employee's duties as they relate to the employee's exposure;

1926.1101(m)(3)(iii)

The employee's representative exposure level or anticipated exposure level;

1926.1101(m)(3)(iv)

A description of any personal protective and respiratory equipment used or to be used; and

1926.1101(m)(3)(v)
Information from previous medical examinations of the affected employee that is not otherwise available to the examining physician.

1926.1101(m)(4)

Physician's written opinion.

1926.1101(m)(4)(i)

The employer shall obtain a written opinion from the examining physician. This written opinion shall contain the results of the medical examination and shall include:

1926.1101(m)(4)(i)(A)

The physician's opinion as to whether the employee has any detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos;

1926.1101(m)(4)(i)(B)

Any recommended limitations on the employee or on the use of personal protective equipment such as respirators; and

1926.1101(m)(4)(i)(C)

A statement that the employee has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.

1926.1101(m)(4)(i)(D)

A statement that the employee has been informed by the physician of the increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.

1926.1101(m)(4)(ii)

The employer shall instruct the physician not to reveal in the written opinion given to the employer specific findings or diagnoses unrelated to occupational exposure to asbestos.

1926.1101(m)(4)(iii)

The employer shall provide a copy of the physician's written opinion to the affected employee within 30 days from its receipt.

1926.1101(n)

Recordkeeping.

1926.1101(n)(1)

Objective data relied on pursuant to paragraph (f) to this section.

1926.1101(n)(1)(i)

Where the employer has relied on objective data that demonstrates that products made from or containing asbestos or the activity involving such products or material are not capable of releasing fibers of asbestos in concentrations at or above the permissible exposure limit and/or excursion limit under the expected conditions of processing, use, or handling to satisfy the requirements of paragraph (f), the employer shall establish and maintain an accurate record of objective data reasonably relied upon in support of the exemption.

1926.1101(n)(1)(ii)

The record shall include at least the following information:

1926.1101(n)(1)(ii)(A)

The product qualifying for exemption;

1926.1101(n)(1)(ii)(B)

The source of the objective data;

1926.1101(n)(1)(ii)(C)

The testing protocol, results of testing, and/or analysis of the material for the release of asbestos;

1926.1101(n)(1)(ii)(D)

A description of the operation exempted and how the data support the exemption; and

1926.1101(n)(1)(ii)(E)

Other data relevant to the operations, materials, processing, or employee exposures covered by the exemption.

1926.1101(n)(1)(iii)

The employer shall maintain this record for the duration of the employer's reliance upon such objective data.

1926.1101(n)(2)

Exposure measurements.

1926.1101(n)(2)(i)

The employer shall keep an accurate record of all measurements taken to monitor employee exposure to asbestos as prescribed in paragraph (f) of this section. NOTE: The employer may utilize the services of competent organizations such as industry trade associations and employee associations to maintain the records required by this section.

1926.1101(n)(2)(ii)

This record shall include at least the following information:

1926.1101(n)(2)(ii)(A)

The date of measurement;

1926.1101(n)(2)(ii)(B)

The operation involving exposure to asbestos that is being monitored;

1926.1101(n)(2)(ii)(C)

Sampling and analytical methods used and evidence of their accuracy;

1926.1101(n)(2)(ii)(D)

Number, duration, and results of samples taken;

1926.1101(n)(2)(ii)(E)

Type of protective devices worn, if any; and

1926.1101(n)(2)(ii)(F)

Name, social security number, and exposure of the employees whose exposures are represented.

1926.1101(n)(2)(iii)

The employer shall maintain this record for at least thirty (30) years, in accordance with 29 CFR 1910.20.

1926.1101(n)(3)

Medical surveillance.

1926.1101(n)(3)(i)

The employer shall establish and maintain an accurate record for each employee subject to medical surveillance by paragraph (m) of this section, in accordance with 29 CFR 1910.20.

1926.1101(n)(3)(ii)

The record shall include at least the following information:

1926.1101(n)(3)(ii)(A)

The name and social security number of the employee;

1926.1101(n)(3)(ii)(B)

A copy of the employee's medical examination results, including the medical history, questionnaire responses, results of any tests, and physician's recommendations.

1926.1101(n)(3)(ii)(C)

Physician's written opinions;

1926.1101(n)(3)(ii)(D)

Any employee medical complaints related to exposure to asbestos; and

1926.1101(n)(3)(ii)(E)

A copy of the information provided to the physician as required by paragraph (m) of this section.

1926.1101(n)(3)(iii)

The employer shall ensure that this record is maintained for the duration of employment plus thirty (30) years, in accordance with 29 CFR 1910.20.

1926.1101(n)(4)

Training records. The employer shall maintain all employee training records for one (1) year beyond the last date of employment by that employer.

1926.1101(n)(5)

Data to Rebut PACM. Where the building owner and employer have relied on data to demonstrate that PACM is not asbestos-containing, such data shall be maintained for as long as they are relied upon to rebut the presumption.

1926.1101(n)(6)

Records of Required Notifications. Where the building owner has communicated and received information concerning the identification, location and quantity of ACM and PACM, written records of such notifications and their content shall be maintained by the building owner for the duration of ownership and shall be transferred to successive owners of such buildings/facilities.

1926.1101(n)(7)

Availability.

1926.1101(n)(7)(i)

The employer, upon written request, shall make all records required to be maintained by this section available to the Assistant Secretary and the Director for examination and copying.

1926.1101(n)(7)(ii)

The employer, upon request, shall make any exposure records required by paragraphs (f) and (n) of this section available for examination and copying to affected employees, former employees, designated representatives, and the Assistant Secretary, in accordance with 29 CFR 1910.20(a) through (e) and (g) through (i).

1926.1101(n)(7)(iii)

The employer, upon request, shall make employee medical records required by paragraphs (m) and (n) of this section available for examination and copying to the subject employee, anyone having the specific written consent of the subject employee, and the Assistant Secretary, in accordance with 29 CFR 1910.20.

1926.1101(n)(8)

Transfer of records.

1926.1101(n)(8)(i)

The employer shall comply with the requirements concerning transfer of records set forth in 29 CFR 1910.20(h).

1926.1101(n)(8)(ii)

Whenever the employer ceases to do business and there is no successor employer to receive and retain the records for the prescribed period, the employer shall notify the Director at least 90 days prior to disposal and, upon request, transmit them to the Director.

1926.1101(o)

Competent person.

1926.1101(o)(1)

General. On all construction worksites covered by this standard, the employer shall designate a competent person, having the qualifications and authorities for ensuring worker safety and health required by Subpart C, General Safety and Health Provisions for Construction (29 CFR 1926.20 through 1926.32).

1926.1101(o)(2)

Required Inspections by the Competent Person. Section 1926.20(b)(2) which requires health and safety prevention programs to provide for frequent and regular inspections of the job sites, materials, and equipment to be made by competent persons, is incorporated.

1926.1101(o)(3)

Additional Inspections. In addition, the competent person shall make frequent and regular inspections of the job sites, in order to perform the duties set out below in paragraph (o)(3)(i) and (ii) of this section. For Class I jobs, on-site inspections shall be made at least once during each work shift, and at any time at employee request. For Class II, III, and IV jobs, on-site inspections shall be made at intervals sufficient to assess whether conditions have changed, and at any reasonable time at employee request.

1926.1101(o)(3)(i)

On all worksites where employees are engaged in Class I or II asbestos work, the competent person designated in accordance with paragraph (e)(6) of this section shall perform or supervise the following duties, as applicable:

1926.1101(o)(3)(i)(A)

Set up the regulated area, enclosure, or other containment;

1926.1101(o)(3)(i)(B)

Ensure (by on-site inspection) the integrity of the enclosure or containment;

1926.1101(o)(3)(i)(C)

Set up procedures to control entry to and exit from the enclosure and/or area;

1926.1101(o)(3)(i)(D)

Supervise all employee exposure monitoring required by this section and ensure that it is conducted as required by paragraph (f) of this section;

1926.1101(o)(3)(i)(E)

Ensure that employees working within the enclosure and/or using glove bags wear respirators and protective clothing as required by paragraphs (h) and (i) of this section;

1926.1101(o)(3)(i)(F)

Ensure through on-site supervision, that employees set up, use and remove engineering controls, use work practices and personal protective equipment in compliance with all requirements;

1926.1101(o)(3)(i)(G)

Ensure that employees use the hygiene facilities and observe the decontamination procedures specified in paragraph (j) of this section;

1926.1101(o)(3)(i)(H)

Ensure that through on-site inspection, engineering controls are functioning properly and employees are using proper work practices; and,

1926.1101(o)(3)(i)(I)

Ensure that notification requirement in paragraph (k) of this section are met.

1926.1101(o)(3)(ii)

[Reserved]
1926.1101(o)(4)

Training for the competent person.

1926.1101(o)(4)(i)

For Class I and II asbestos work the competent person shall be trained in all aspects of asbestos removal and handling, including: abatement, installation, removal and handling; the contents of this standard; the identification of asbestos; removal procedures, where appropriate; and other practices for reducing the hazard. Such training shall be obtained in a comprehensive course for supervisors that meets the criteria of EPA's Model Accredited Plan (40 CFR part 763, subpart E, Appendix C), such as a course conducted by an EPA-approved or state-approved training provider, certified by EPA or a state, or a course equivalent in stringency, content, and length.

1926.1101(o)(4)(ii)

For Class III and IV asbestos work, the competent person shall be trained in aspects of asbestos handling appropriate for the nature of the work, to include procedures for setting up glove bags and mini-enclosures, practices for reducing asbestos exposures, use of wet methods, the contents of this standard, and the identification of asbestos. Such training shall include successful completion of a course that is consistent with EPA requirements for training of local education agency maintenance and custodial staff as set forth at 40 CFR 763.92(a)(2), or its equivalent in stringency, content, and length. Competent persons for Class III and IV work, may also be trained pursuant to the requirements of paragraph (o)(4)(i) of this section.

1926.1101(p)

Appendices.

1926.1101(p)(1)

Appendices A, C, D, and E to this section are incorporated as part of this section and the contents of these appendices are mandatory.

1926.1101(p)(2)

Appendices B, F, H, I, J, and K to this section are informational and are not intended to create any additional obligations not otherwise imposed or to detract from any existing obligations.

Appendix A.

This mandatory appendix specifies the procedure for analyzing air samples for asbestos and specifies quality control procedures that must be implemented by laboratories performing the analysis. The sampling and analytical methods described below represent the elements of the available monitoring methods (such as Appendix B of this regulation, the most current version of the OSHA method ID-160, or the most current version of the NIOSH Method 7400). All employers who are required to conduct air monitoring under paragraph (f) of the standard are required to utilize analytical laboratories that use this procedure, or an equivalent method, for collecting and analyzing samples.

Sampling and Analytical Procedure

1. The sampling medium for air samples shall be mixed cellulose ester filter membranes. These shall be designated by the manufacturer as suitable for asbestos counting. See below for rejection of blanks.

2. The preferred collection device shall be the 25-mm diameter cassette with an open-faced 50-mm electrically conductive extension cowl. The 37-mm cassette may be used if necessary but only if written justification for the need to use the 37-mm filter cassette accompanies the sample results in the employee's exposure monitoring record. Do not reuse or reload cassettes for asbestos sample collection.

3. An air flow rate between 0.5 liter/min and 2.5 liters/min shall be selected for the 25/mm cassette. If the 37-mm cassette is used, an air flow rate between 1 liter/min and 2.5 liters/min shall be selected.

4. Where possible, a sufficient air volume for each air sample shall be collected to yield between 100 and 1,300 fibers per square millimeter on the membrane filter. If a filter darkens in appearance or if loose dust is seen on the filter, a second sample shall be started.

5. Ship the samples in a rigid container with sufficient packing material to prevent dislodging the collected fibers. Packing material that has a high electrostatic charge on its surface (e.g., expanded polystyrene) cannot be used because such material can cause loss of fibers to the sides of the cassette.

6. Calibrate each personal sampling pump before and after use with a representative filter cassette installed between the pump and the calibration devices.

7. Personal samples shall be taken in the "breathing zone" of the employee (i.e., attached to or near the collar or lapel near the worker's face).

8. Fiber counts shall be made by positive phase contrast using a microscope with an 8 to 10 X eyepiece and a 40 to 45 X objective for a total magnification of approximately 400 X and a numerical aperture of 0.65 to 0.75. The microscope shall also be fitted with a green or blue filter.

9. The microscope shall be fitted with a Walton-Beckett eyepiece graticule calibrated for a field diameter of 100 micrometers (+/- 2 micrometers).

10. The phase-shift detection limit of the microscope shall be about 3 degrees measured using the HSE phase shift test slide as outlined below.

a. Place the test slide on the microscope stage and center it under the phase objective.

b. Bring the blocks of grooved lines into focus.

Note: The slide consists of seven sets of grooved lines (ca. 20 grooves to each block) in descending order of visibility from sets 1 to 7, seven being the least visible. The requirements for asbestos counting are that the microscope optics must resolve the grooved lines in set 3 completely, although they may appear somewhat faint, and that the grooved lines in sets 6 and 7 must be invisible. Sets 4 and 5 must be at least partially visible but may vary slightly in visibility between microscopes. A microscope that fails to meet these requirements has either too low or too high a resolution to be used for asbestos counting.

c. If the image deteriorates, clean and adjust the microscope optics. If the problem persists, consult the microscope manufacturer.

11. Each set of samples taken will include 10% field blanks or a minimum of 2 field blanks. These blanks must come from the same lot as the filters used for sample collection. The field blank results shall be averaged and subtracted from the analytical results before reporting. A set consists of any sample or group of samples for which an evaluation for this standard must be made. Any samples represented by a field blank having a fiber count in excess of the detection limit of the method being used shall be rejected.

12. The samples shall be mounted by the acetone/triacetin method or a method with an equivalent index of refraction and similar clarity.

13. Observe the following counting rules.

a. Count only fibers equal to or longer than 5 micrometers. Measure the length of curved fibers along the curve.

b. In the absence of other information, count all particles as asbestos that have a length-to-width ratio (aspect ratio) of 3:1 or greater.

c. Fibers lying entirely within the boundary of the Walton-Beckett graticule field shall receive a count of 1. Fibers crossing the boundary once, having one end within the circle, shall receive the count of one half

(1/2). Do not count any fiber that crosses the graticule boundary more than once. Reject and do not count any other fibers even though they may be visible outside the graticule area.

d. Count bundles of fibers as one fiber unless individual fibers can be identified by observing both ends of an individual fiber.

e. Count enough graticule fields to yield 100 fibers. Count a minimum of 20 fields; stop counting at 100 fields regardless of fiber count.

14. Blind recounts shall be conducted at the rate of 10 percent.

Quality Control Procedures

1. Intralaboratory program. Each laboratory and/or each company with more than one microscopist counting slides shall establish a statistically designed quality assurance program involving blind recounts and comparisons between microscopists to monitor the variability of counting by each microscopist and between microscopists. In a company with more than one laboratory, the program shall include all laboratories, and shall also evaluate the laboratory-to-laboratory variability.

2.a. Interlaboratory program. Each laboratory analyzing asbestos samples for compliance determination shall implement an interlaboratory quality assurance program that, as a minimum, includes participation of at least two other independent laboratories. Each laboratory shall participate in round robin testing at least once every 6 months with at least all the other laboratories in its interlaboratory quality assurance group. Each laboratory shall submit slides typical of its own workload for use in this program. The round robin shall be designed and results analyzed using appropriate statistical methodology.

2.b. All laboratories should also participate in a national sample testing scheme such as the Proficiency Analytical Testing Program (PAT), or the Asbestos Registry sponsored by the American Industrial Hygiene Association (AIHA).

3. All individuals performing asbestos analysis must have taken the NIOSH course for sampling and evaluating airborne asbestos dust or an equivalent course.

4. When the use of different microscopes contributes to differences between counters and laboratories, the effect of the different microscope shall be evaluated and the microscope shall be replaced, as necessary.

5. Current results of these quality assurance programs shall be posted in each laboratory to keep the microscopists informed.

Appendix B.

Matrix

Matrix:

OSHA Permissible Exposure Limits:

Time Weighted Average..... 0.1 fiber/cc

Excursion Level (30 minutes)..... 1.0 fiber/cc

Collection Procedure:

A known volume of air is drawn through a 25-mm diameter cassette

containing a mixed-cellulose ester filter. The cassette must be

equipped with an electrically conductive 50-mm extension cowl.

The sampling time and rate are chosen to give a fiber density of

between 100 to 1,300 fibers/mm2 on the filter.

Recommended Sampling Rate..... 0.5 to 5.0 liters/ minute (L/min)

Recommended Air Volumes:

Minimum..... 25 L

Maximum..... 2,400 L

Analytical Procedure:

A portion of the sample filter is cleared and prepared for asbestos fiber counting by Phase Contrast Microscopy (PCM) at 400X.

Commercial manufacturers and products mentioned in this method are for descriptive use only and do not constitute endorsements by USDOL-OSHA. Similar products from other sources can be substituted.

1. Introduction

This method describes the collection of airborne asbestos fibers using calibrated sampling pumps with mixed-cellulose ester (MCE) filters and analysis by phase contrast microscopy (PCM). Some terms used are unique to this method and are defined below: Asbestos: A term for naturally occurring fibrous minerals. Asbestos includes chrysotile, crocidolite, amosite (cummingtonite-grunerite asbestos), tremolite asbestos, actinolite asbestos, anthophyllite asbestos, and any of these minerals that have been chemically treated and/or altered. The precise chemical formulation of each species will vary with the location from which it was mined. Nominal compositions are listed:

Chrysotile..... $Mg_3Si_2O_5(OH)_4$

Crocidolite..... $Na_2Fe_3^{2+}Fe_2^{3+}Si_8O_{22}(OH)_2$

Amosite..... $(Mg,Fe)_7Si_8O_{22}(OH)_2$

Tremolite-actinolite..... $Ca_2(Mg,Fe)_5Si_8O_{22}(OH)_2$

Anthophyllite..... $(Mg,Fe)_7Si_8O_{22}(OH)_2$

Asbestos Fiber: A fiber of asbestos which meets the criteria specified below for a fiber.

Aspect Ratio: The ratio of the length of a fiber to it's diameter (e.g. 3:1, 5:1 aspect ratios).

Cleavage Fragments: Mineral particles formed by comminution of minerals, especially those characterized by parallel sides and a moderate aspect ratio (usually less than 20:1).

Detection Limit: The number of fibers necessary to be 95% certain that the result is greater than zero.

Differential Counting: The term applied to the practice of excluding certain kinds of fibers from the fiber count because they do not appear to be asbestos.

Fiber: A particle that is 5 um or longer, with a length-to-width ratio of 3 to 1 or longer.

Field: The area within the graticule circle that is superimposed on the microscope image.

Set: The samples which are taken, submitted to the laboratory, analyzed, and for which, interim or final result reports are generated.

Tremolite, Anthophyllite, and Actinolite: The non-asbestos form of these minerals which meet the definition of a fiber. It includes any of these minerals that have been chemically treated and/or altered.

Walton-Beckett Graticule: An eyepiece graticule specifically designed for asbestos fiber counting. It consists of a circle with a projected diameter of 100 plus or minus 2 um (area of about 0.00785 mm(2)) with a crosshair having tic-marks at 3-um intervals in one direction and 5-um in the orthogonal direction. There are marks around the periphery of the circle to demonstrate the proper sizes and shapes of fibers. This design is reproduced in Figure 1. The disk is placed in one of the microscope eyepieces so that the design is superimposed on the field of view.

1.1. History

Early surveys to determine asbestos exposures were conducted using impinger counts of total dust with the counts expressed as million particles per cubic foot. The British Asbestos Research Council recommended filter membrane counting in 1969. In July 1969, the Bureau of Occupational Safety and Health published a filter membrane method for counting asbestos fibers in the United States. This method was refined by NIOSH and published as P & CAM 239. On May 29, 1971, OSHA specified filter membrane sampling with phase contrast counting for evaluation of asbestos exposures at work sites in the United States. The use of this technique was again required by OSHA in 1986. Phase contrast microscopy has continued to be the method of choice for the measurement of occupational exposure to asbestos.

1.2. Principle

Air is drawn through a MCE filter to capture airborne asbestos fibers. A wedge shaped portion of the filter is removed, placed on a glass microscope slide and made transparent. A measured area (field) is viewed by PCM. All the fibers meeting defined criteria for asbestos are counted and considered a measure of the airborne asbestos concentration.

1.3. Advantages and Disadvantages

There are four main advantages of PCM over other methods:

(1) The technique is specific for fibers. Phase contrast is a fiber counting technique which excludes non-fibrous particles from the analysis.

(2) The technique is inexpensive and does not require specialized knowledge to carry out the analysis for total fiber counts.

(3) The analysis is quick and can be performed on-site for rapid determination of air concentrations of asbestos fibers.

(4) The technique has continuity with historical epidemiological studies so that estimates of expected disease can be inferred from long-term determinations of asbestos exposures.

The main disadvantage of PCM is that it does not positively identify asbestos fibers. Other fibers which are not asbestos may be included in the count unless differential counting is performed. This requires a great deal of experience to adequately differentiate asbestos from non-asbestos fibers. Positive identification of asbestos must be performed by polarized light or electron microscopy techniques. A further disadvantage of PCM is that the smallest visible fibers are about 0.2 um in diameter while the finest asbestos fibers may be as small as 0.02 um in diameter. For some exposures, substantially more fibers may be present than are actually counted.

1.4. Workplace Exposure

Asbestos is used by the construction industry in such products as shingles, floor tiles, asbestos cement, roofing felts, insulation and acoustical products. Non-construction uses include brakes, clutch facings, paper, paints, plastics, and fabrics. One of the most significant exposures in the workplace is the removal and encapsulation of asbestos in schools, public buildings, and homes. Many workers have the potential to be exposed to asbestos during these operations.

About 95% of the asbestos in commercial use in the United States is chrysotile. Crocidolite and amosite make up most of the remainder. Anthophyllite and tremolite or actinolite are likely to be encountered as contaminants in various industrial products.

1.5. Physical Properties

Asbestos fiber possesses a high tensile strength along its axis, is chemically inert, non-combustible, and heat resistant. It has a high electrical resistance and good sound absorbing properties. It can be weaved into cables, fabrics or other textiles, and also matted into asbestos papers, felts, or mats.

2. Range and Detection Limit

2.1. The ideal counting range on the filter is 100 to 1,300 fibers/mm(2). With a Walton-Beckett graticule this range is equivalent to 0.8 to 10 fibers/field. Using NIOSH counting statistics, a count of 0.8 fibers/field would give an approximate coefficient of variation (CV) of 0.13.

2.2. The detection limit for this method is 4.0 fibers per 100 fields or 5.5 fibers/mm(2). This was determined using an equation to estimate the maximum CV possible at a specific concentration (95% confidence) and a Lower Control Limit of zero. The CV value was then used to determine a corresponding concentration from historical CV vs fiber relationships. As an example:

Lower Control Limit (95% Confidence) = AC -- 1.645(CV)(AC)

Where:

AC = Estimate of the airborne fiber concentration (fibers/cc) Setting the

Lower Control Limit = 0 and solving for CV:

0 = AC -- 1.645(CV)(AC)

CV = 0.61

This value was compared with CV vs. count curves. The count at which CV = 0.61 for Leidel-Busch counting statistics or for an OSHA Salt Lake Technical Center (OSHA-SLTC) CV curve (see Appendix A for further information) was 4.4 fibers or 3.9 fibers per 100 fields, respectively. Although a lower detection limit of 4 fibers per 100 fields is supported by the OSHA-SLTC data, both data sets support the 4.5 fibers per 100 fields value.

3. Method Performance -- Precision and Accuracy

Precision is dependent upon the total number of fibers counted and the uniformity of the fiber distribution on the filter. A general rule is to count at least 20 and not more than 100 fields. The count is discontinued when 100 fibers are counted, provided that 20 fields have already been counted. Counting more than 100 fibers results in only a small gain in precision. As the total count drops below 10 fibers, an accelerated loss of precision is noted.

At this time, there is no known method to determine the absolute accuracy of the asbestos analysis. Results of samples prepared through the Proficiency Analytical Testing (PAT) Program and analyzed by the OSHA-SLTC showed no significant bias when compared to PAT reference values. The PAT samples were analyzed from 1987 to 1989 (N = 36) and the concentration range was from 120 to 1,300 fibers/mm(2).

4. Interferences

Fibrous substances, if present, may interfere with asbestos analysis.

Some common fibers are:

Fiberglass

Anhydrite

Plant Fibers

Perlite Veins

Gypsum

Some Synthetic Fibers

Membrane Structures

Sponge Spicules

Diatoms

Microorganisms

Wollastonite

The use of electron microscopy or optical tests such as polarized light, and dispersion staining may be used to differentiate these materials from asbestos when necessary.

5. Sampling

5.1. Equipment

5.1.1. Sample assembly (The assembly is shown in Figure 3). Conductive filter holder consisting of a 25-mm diameter, 3-piece cassette having a 50-mm long electrically conductive extension cowl. Backup pad, 25-mm, cellulose. Membrane filter, mixed-cellulose ester (MCE), 25-mm, plain, white, 0.4 to 1.2-um pore size.

Notes:

(a) DO NOT RE-USE CASSETTES.

(b) Fully conductive cassettes are required to reduce fiber loss to the sides of the cassette due to electrostatic attraction.

(c) Purchase filters which have been selected by the manufacturer for asbestos counting or analyze representative filters for fiber background before use. Discard the filter lot if more than 4 fibers/ 100 fields are found.

(d) To decrease the possibility of contamination, the sampling system (filter-backup pad-cassette) for asbestos is usually preassembled by the manufacturer.

(e) Other cassettes, such as the Bell-mouth, may be used within the limits of their validation.

5.1.2. Gel bands for sealing cassettes.

5.1.3. Sampling pump.

Each pump must be a battery operated, self-contained unit small enough to be placed on the monitored employee and not interfere with the work being performed. The pump must be capable of sampling at the collection rate for the required sampling time.

5.1.4. Flexible tubing, 6-mm bore.

5.1.5. Pump calibration.

Stopwatch and bubble tube/burette or electronic meter.

5.2. Sampling Procedure

5.2.1. Seal the point where the base and cowl of each cassette meet with a gel band or tape.

5.2.2. Charge the pumps completely before beginning.

5.2.3. Connect each pump to a calibration cassette with an appropriate length of 6-mm bore plastic tubing. Do not use luer connectors -- the type of cassette specified above has built-in adapters.

5.2.4. Select an appropriate flow rate for the situation being monitored. The sampling flow rate must be between 0.5 and 5.0 L/min for personal sampling and is commonly set between 1 and 2 L/min. Always choose a flow rate that will not produce overloaded filters.

5.2.5. Calibrate each sampling pump before and after sampling with a calibration cassette in-line (Note: This calibration cassette should be from the same lot of cassettes used for sampling). Use a primary standard (e.g. bubble burette) to calibrate each pump. If possible, calibrate at the sampling site.

Note: If sampling site calibration is not possible, environmental influences may affect the flow rate. The extent is dependent on the type of pump used. Consult with the pump manufacturer to determine dependence on environmental influences. If the pump is affected by temperature and pressure changes,

correct the flow rate using the formula shown in the section "Sampling Pump Flow Rate Corrections" at the end of this appendix.

5.2.6. Connect each pump to the base of each sampling cassette with flexible tubing. Remove the end cap of each cassette and take each air sample open face. Assure that each sample cassette is held open side down in the employee's breathing zone during sampling. The distance from the nose/mouth of the employee to the cassette should be about 10 cm. Secure the cassette on the collar or lapel of the employee using spring clips or other similar devices.

5.2.7. A suggested minimum air volume when sampling to determine TWA compliance is 25 L. For Excursion Limit (30 min sampling time) evaluations, a minimum air volume of 48 L is recommended.

5.2.8. The most significant problem when sampling for asbestos is overloading the filter with non-asbestos dust. Suggested maximum air sample volumes for specific environments are:

Environment	Air Vol. (L)
Asbestos removal operations (visible dust)	100.
Asbestos removal operations (little dust)	240.
Office environments	400 to 2,400.

CAUTION: Do not overload the filter with dust. High levels of non-fibrous dust particles may obscure fibers on the filter and lower the count or make counting impossible. If more than about 25 to 30% of the field area is obscured with dust, the result may be biased low. Smaller air volumes may be necessary when there is excessive non-asbestos dust in the air.

While sampling, observe the filter with a small flashlight. If there is a visible layer of dust on the filter, stop sampling, remove and seal the cassette, and replace with a new sampling assembly. The total dust loading should not exceed 1 mg.

5.2.9. Blank samples are used to determine if any contamination has occurred during sample handling. Prepare two blanks for the first 1 to 20 samples. For sets containing greater than 20 samples, prepare blanks as 10% of the samples. Handle blank samples in the same manner as air samples with one exception: Do not draw any air through the blank samples. Open the blank cassette in the place where the sample cassettes are mounted on the employee. Hold it open for about 30 seconds. Close and seal the cassette appropriately. Store blanks for shipment with the sample cassettes.

5.2.10. Immediately after sampling, close and seal each cassette with the base and plastic plugs. Do not touch or puncture the filter membrane as this will invalidate the analysis.

5.2.11. Attach and secure a sample seal around each sample cassette in such a way as to assure that the end cap and base plugs cannot be removed without destroying the seal. Tape the ends of the seal together since the seal is not long enough to be wrapped end-to-end. Also wrap tape around the cassette at each joint to keep the seal secure.

5.3. Sample Shipment

5.3.1. Send the samples to the laboratory with paperwork requesting asbestos analysis. List any known fibrous interferences present during sampling on the paperwork. Also, note the workplace operation(s) sampled.

5.3.2. Secure and handle the samples in such that they will not rattle during shipment nor be exposed to static electricity. Do not ship samples in expanded polystyrene peanuts, vermiculite, paper shreds, or excelsior. Tape sample cassettes to sheet bubbles and place in a container that will cushion the samples in such a manner that they will not rattle.

5.3.3. To avoid the possibility of sample contamination, always ship bulk samples in separate mailing containers.

6. Analysis

6.1. Safety Precautions

6.1.1. Acetone is extremely flammable and precautions must be taken not to ignite it. Avoid using large containers or quantities of acetone. Transfer the solvent in a ventilated laboratory hood. Do not use acetone near any open flame. For generation of acetone vapor, use a spark free heat source.

6.1.2. Any asbestos spills should be cleaned up immediately to prevent dispersal of fibers. Prudence should be exercised to avoid contamination of laboratory facilities or exposure of personnel to asbestos. Asbestos spills should be cleaned up with wet methods and/ or a High Efficiency Particulate-Air (HEPA) filtered vacuum.

CAUTION: Do not use a vacuum without a HEPA filter -- It will disperse fine asbestos fibers in the air.

6.2. Equipment

6.2.1. Phase contrast microscope with binocular or trinocular head.

6.2.2. Widefield or Huygenian 10X eyepieces (NOTE: The eyepiece containing the graticule must be a focusing eyepiece. Use a 40X phase objective with a numerical aperture of 0.65 to 0.75).

6.2.3. Kohler illumination (if possible) with green or blue filter.

6.2.4. Walton-Beckett Graticule, type G-22 with 100 plus or minus 2 um projected diameter.

6.2.5. Mechanical stage. A rotating mechanical stage is convenient for use with polarized light.

6.2.6. Phase telescope.

6.2.7. Stage micrometer with 0.01-mm subdivisions.

6.2.8. Phase-shift test slide, mark II (Available from PTR optics Ltd., and also McCrone).

6.2.9. Precleaned glass slides, 25 mm X 75 mm. One end can be frosted for convenience in writing sample numbers, etc., or paste-on labels can be used.

6.2.10. Cover glass #1 1/2.

6.2.11. Scalpel (#10, curved blade).

6.2.12. Fine tipped forceps.

6.2.13. Aluminum block for clearing filter (see Appendix D and Figure 4).

6.2.14. Automatic adjustable pipette, 100- to 500-uL.

6.2.15. Micropipette, 5 uL.

6.3. Reagents

6.3.1. Acetone (HPLC grade).

6.3.2. Triacetin (glycerol triacetate).

6.3.3. Lacquer or nail polish.

6.4. Standard Preparation

A way to prepare standard asbestos samples of known concentration has not been developed. It is possible to prepare replicate samples of nearly equal concentration. This has been performed through the PAT program. These asbestos samples are distributed by the AIHA to participating laboratories.

Since only about one-fourth of a 25-mm sample membrane is required for an asbestos count, any PAT sample can serve as a "standard" for replicate counting.

6.5. Sample Mounting

Note: See Safety Precautions in Section 6.1. before proceeding. The objective is to produce samples with a smooth (non-grainy) background in a medium with a refractive index of approximately 1.46. The

technique below collapses the filter for easier focusing and produces permanent mounts which are useful for quality control and interlaboratory comparison.

An aluminum block or similar device is required for sample preparation.

6.5.1. Heat the aluminum block to about 70 deg.C. The hot block should not be used on any surface that can be damaged by either the heat or from exposure to acetone.

6.5.2. Ensure that the glass slides and cover glasses are free of dust and fibers.

6.5.3. Remove the top plug to prevent a vacuum when the cassette is opened. Clean the outside of the cassette if necessary. Cut the seal and/or tape on the cassette with a razor blade. Very carefully separate the base from the extension cowl, leaving the filter and backup pad in the base.

6.5.4. With a rocking motion cut a triangular wedge from the filter using the scalpel. This wedge should be one-sixth to one-fourth of the filter. Grasp the filter wedge with the forceps on the perimeter of the filter which was clamped between the cassette pieces. DO NOT TOUCH the filter with your finger. Place the filter on the glass slide sample side up. Static electricity will usually keep the filter on the slide until it is cleared.

6.5.5. Place the tip of the micropipette containing about 200 uL acetone into the aluminum block. Insert the glass slide into the receiving slot in the aluminum block. Inject the acetone into the block with slow, steady pressure on the plunger while holding the pipette firmly in place. Wait 3 to 5 seconds for the filter to clear, then remove the pipette and slide from the aluminum block.

6.5.6. Immediately (less than 30 seconds) place 2.5 to 3.5 uL of triacetin on the filter (NOTE: Waiting longer than 30 seconds will result in increased index of refraction and decreased contrast between the fibers and the preparation. This may also lead to separation of the cover slip from the slide).

6.5.7. Lower a cover slip gently onto the filter at a slight angle to reduce the possibility of forming air bubbles. If more than 30 seconds have elapsed between acetone exposure and triacetin application, glue the edges of the cover slip to the slide with lacquer or nail polish.

6.5.8. If clearing is slow, warm the slide for 15 min on a hot plate having a surface temperature of about 50 deg.C to hasten clearing. The top of the hot block can be used if the slide is not heated too long.

6.5.9. Counting may proceed immediately after clearing and mounting are completed.

6.6. Sample Analysis

Completely align the microscope according to the manufacturer's instructions. Then, align the microscope using the following general alignment routine at the beginning of every counting session and more often if necessary.

6.6.1. Alignment

(1) Clean all optical surfaces. Even a small amount of dirt can significantly degrade the image.

(2) Rough focus the objective on a sample.

(3) Close down the field iris so that it is visible in the field of view. Focus the image of the iris with the condenser focus. Center the image of the iris in the field of view.

(4) Install the phase telescope and focus on the phase rings. Critically center the rings. Misalignment of the rings results in astigmatism which will degrade the image.

(5) Place the phase-shift test slide on the microscope stage and focus on the lines. The analyst must see line set 3 and should see at least parts of 4 and 5 but, not see line set 6 or 6. A microscope/microscopist combination which does not pass this test may not be used.

6.6.2. Counting Fibers

(1) Place the prepared sample slide on the mechanical stage of the microscope. Position the center of the wedge under the objective lens and focus upon the sample.

(2) Start counting from one end of the wedge and progress along a radial line to the other end (count in either direction from perimeter to wedge tip). Select fields randomly, without looking into the eyepieces, by slightly advancing the slide in one direction with the mechanical stage control.

(3) Continually scan over a range of focal planes (generally the upper 10 to 15 um of the filter surface) with the fine focus control during each field count. Spend at least 5 to 15 seconds per field.

(4) Most samples will contain asbestos fibers with fiber diameters less than 1 um. Look carefully for faint fiber images. The small diameter fibers will be very hard to see. However, they are an important contribution to the total count.

(5) Count only fibers equal to or longer than 5 um. Measure the length of curved fibers along the curve.

(6) Count fibers which have a length to width ratio of 3:1 or greater.

(7) Count all the fibers in at least 20 fields. Continue counting until either 100 fibers are counted or 100 fields have been viewed; whichever occurs first. Count all the fibers in the final field.

(8) Fibers lying entirely within the boundary of the Walton-Beckett graticule field shall receive a count of 1. Fibers crossing the boundary once, having one end within the circle shall receive a count of 1/2. Do not count any fiber that crosses the graticule boundary more than once. Reject and do not count any other fibers even though they may be visible outside the graticule area. If a fiber touches the circle, it is considered to cross the line.

(9) Count bundles of fibers as one fiber unless individual fibers can be clearly identified and each individual fiber is clearly not connected to another counted fiber. See Figure 1 for counting conventions.

(10) Record the number of fibers in each field in a consistent way such that filter non-uniformity can be assessed.

(11) Regularly check phase ring alignment.

(12) When an agglomerate (mass of material) covers more than 25% of the field of view, reject the field and select another. Do not include it in the number of fields counted.

(13) Perform a "blind recount" of 1 in every 10 filter wedges (slides). Re-label the slides using a person other than the original counter.

6.7. Fiber Identification

As previously mentioned in Section 1.3., PCM does not provide positive confirmation of asbestos fibers. Alternate differential counting techniques should be used if discrimination is desirable. Differential counting may include primary discrimination based on morphology, polarized light analysis of fibers, or modification of PCM data by Scanning Electron or Transmission Electron Microscopy.

A great deal of experience is required to routinely and correctly perform differential counting. It is discouraged unless it is legally necessary. Then, only if a fiber is obviously not asbestos should it be excluded from the count. Further discussion of this technique can be found in reference 8.10.

If there is a question whether a fiber is asbestos or not, follow the rule:

"WHEN IN DOUBT, COUNT."

6.8. Analytical Recommendations -- Quality Control System

6.8.1. All individuals performing asbestos analysis must have taken the NIOSH course for sampling and evaluating airborne asbestos or an equivalent course.

6.8.2. Each laboratory engaged in asbestos counting shall set up a slide trading arrangement with at least two other laboratories in order to compare performance and eliminate inbreeding of error. The slide exchange occurs at least semiannually. The round robin results shall be posted where all analysts can view individual analyst's results.

6.8.3. Each laboratory engaged in asbestos counting shall participate in the Proficiency Analytical Testing Program, the Asbestos Analyst Registry or equivalent.

6.8.4. Each analyst shall select and count prepared slides from a "slide bank". These are quality assurance counts. The slide bank shall be prepared using uniformly distributed samples taken from the workload. Fiber densities should cover the entire range routinely analyzed by the laboratory. These slides are counted blind by all counters to establish an original standard deviation. This historical distribution is compared with the quality assurance counts. A counter must have 95% of all quality control samples counted within three standard deviations of the historical mean. This count is then integrated into a new historical mean and standard deviation for the slide.

The analyses done by the counters to establish the slide bank may be used for an interim quality control program if the data are treated in a proper statistical fashion.

7. Calculations

7.1. Calculate the estimated airborne asbestos fiber concentration on the filter sample using the following formula:

where:

AC = Airborne fiber concentration

FB = Total number of fibers greater than 5 um counted

FL = Total number of fields counted on the filter

BFB = Total number of fibers greater than 5 um counted in the blank

BFL = Total number of fields counted on the blank

ECA = Effective collecting area of filter (385 mm(2) nominal for a 25-mm filter.)

FR = Pump flow rate (L/min)

MFA = Microscope count field area (mm(2)). This is 0.00785 mm(2) for a Walton-Beckett Graticule.

T = Sample collection time (min)

1,000 = Conversion of L to cc

Note: The collection area of a filter is seldom equal to 385 mm(2). It is appropriate for laboratories to routinely monitor the exact diameter using an inside micrometer. The collection area is calculated according to the formula:

Area = pi(d/2)(2)

7.2. Short-Cut Calculation

Since a given analyst always has the same interpupillary distance, the number of fields per filter for a particular analyst will remain constant for a given size filter. The field size for that analyst is constant (i.e. the analyst is using an assigned microscope and is not changing the reticle).

For example, if the exposed area of the filter is always 385 mm(2) and the size of the field is always 0.00785 mm(2) the number of fields per filter will always be 49,000. In addition it is necessary to convert liters of air to cc. These three constants can then be combined such that ECA/(1,000 x MFA) = 49. The previous equation simplifies to:

7.3. Recount Calculations

As mentioned in step 13 of Section 6.6.2., a "blind recount" of 10% of the slides is performed. In all cases, differences will be observed between the first and second counts of the same filter wedge. Most of these differences will be due to chance alone, that is, due to the random variability (precision) of the count method. Statistical recount criteria enables one to decide whether observed differences can be explained due to chance alone or are probably due to systematic differences between analysts, microscopes, or other biasing factors.

The following recount criterion is for a pair of counts that estimate AC in fibers/cc. The criterion is given at the type-I error level. That is, there is 5% maximum risk that we will reject a pair of counts for the reason that one might be biased, when the large observed difference is really due to chance.

Reject a pair of counts if:

Where:

AC(1) = lower estimated airborne fiber concentration

AC(2) = higher estimated airborne fiber concentration

AC(avg) = average of the two concentration estimates

CV(FB) = CV for the average of the two concentration estimates

If a pair of counts are rejected by this criterion then, recount the rest of the filters in the submitted set. Apply the test and reject any other pairs failing the test. Rejection shall include a memo to the industrial hygienist stating that the sample failed a statistical test for homogeneity and the true air concentration may be significantly different than the reported value.

7.4. Reporting Results

Report results to the industrial hygienist as fibers/cc. Use two significant figures. If multiple analyses are performed on a sample, an average of the results is to be reported unless any of the results can be rejected for cause.

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8.10. Dixon, W.C., Applications of Optical Microscopy in Analysis of Asbestos and Quartz, Analytical Techniques in Occupational Health Chemistry, edited by D.D. Dollberg and A.W. Verstuyft. Wash. D.C.: American Chemical Society, (ACS Symposium Series 120) 1980. pp. 13-41.

Quality Control

The OSHA asbestos regulations require each laboratory to establish a quality control program. The following is presented as an example of how the OSHA-SLTC constructed its internal CV curve as part of

meeting this requirement. Data is from 395 samples collected during OSHA compliance inspections and analyzed from October 1980 through April 1986.

Each sample was counted by 2 to 5 different counters independently of one another. The standard deviation and the CV statistic was calculated for each sample. This data was then plotted on a graph of CV vs. fibers/mm(2). A least squares regression was performed using the following equation:

CV = antilog(10)[A(log(10)(x))(2)+B(log(10)(x))+C]

where:

x = the number of fibers/mm(2)

Application of least squares gave:

A = 0.182205

B = 0.973343

C = 0.327499

Using these values, the equation becomes:

CV = antilog(10)[0.182205(log(10)(x))(2)-0.973343(log (10)(x))+0.327499]

Sampling Pump Flow Rate Corrections

This correction is used if a difference greater than 5% in ambient temperature and/or pressure is noted between calibration and sampling sites and the pump does not compensate for the differences.

Where:

Q(act) = actual flow rate

Q(cal) = calibrated flow rate (if a rotameter was used, the rotameter value)

P(cal) = uncorrected air pressure at calibration

P(act) = uncorrected air pressure at sampling site

T(act) = temperature at sampling site (K)

T(cal) = temperature at calibration (K)

Walton-Beckett Graticule

When ordering the Graticule for asbestos counting, specify the exact disc diameter needed to fit the ocular of the microscope and the diameter (mm) of the circular counting area. Instructions for measuring the dimensions necessary are listed:

(1) Insert any available graticule into the focusing eyepiece and focus so that the graticule lines are sharp and clear.

(2) Align the microscope.

(3) Place a stage micrometer on the microscope object stage and focus the microscope on the graduated lines.

(4) Measure the magnified grid length, PL (um), using the stage micrometer.

(5) Remove the graticule from the microscope and measure its actual grid length, AL (mm). This can be accomplished by using a mechanical stage fitted with verniers, or a jeweler's loupe with a direct reading scale.

(6) Let D = 100 um. Calculate the circle diameter, d(c)(mm), for the Walton-Beckett graticule and specify the diameter when making a purchase:

$$d(c) = \frac{AL \times D}{PL}$$

Example:

If PL = 108 um, AL = 2.93 mm and D = 100 um,

then,

$$d(c) = \frac{2.93 \times 100}{108} = 2.71\text{mm}$$

(7) Each eyepiece-objective-reticle combination on the microscope must be calibrated. Should any of the three be changed (by zoom adjustment, disassembly, replacement, etc.), the combination must be recalibrated. Calibration may change if interpupillary distance is changed.

Measure the field diameter, D (acceptable range: 100 plus or minus 2 um) with a stage micrometer upon receipt of the graticule from the manufacturer. Determine the field area (mm(2)).

Field Area = pi(D/2)(2)

If D = 100 um = 0.1 mm, then

Field Area = pi(0.1 mm/2)(2) = 0.00785 mm(2)

The Graticule is available from: Graticules Ltd., Morley Road, Tonbridge TN9 IRN, Kent, England (Telephone 011-44-732-359061). Also available from PTR Optics Ltd., 145 Newton Street, Waltham, MA 02154 [telephone (617) 891-6000] or McCrone Accessories and Components, 2506 S. Michigan Ave., Chicago, IL 60616 [phone (312)-842-7100]. The graticule is custom made for each microscope.

Counts for the Fibers in the Figure

Structure No.	Count	Explanation
1 to 6.....	1	Single fibers all contained within the Circle.
7.....	1/2	Fiber crosses circle once.
8.....	0	Fiber too short.
9.....	2	Two crossing fibers.
10.....	0	Fiber outside graticule.
11.....	0	Fiber crosses graticule twice.
12.....	1/2	Although split, fiber only crosses once.

Appendix C.

[Reserved]

Appendix D.

This mandatory appendix contains the medical questionnaires that must be administered to all employees who are exposed to asbestos above the permissible exposure limit, and who will therefore be included in their employer's medical surveillance program. Part 1 of the appendix contains the Initial Medical Questionnaire, which must be obtained for all new hires who will be covered by the medical surveillance requirements. Part 2 includes the abbreviated Periodical Medical Questionnaire, which must be administered to all employees who are provided periodic medical examinations under the medical surveillance provisions of the standard.

Part 1
INITIAL MEDICAL QUESTIONNAIRE

1. NAME _____

2. SOCIAL SECURITY NUMBER # _____

3. CLOCK NUMBER _____

4. PRESENT OCCUPATION _____

5. PLANT _____

6. ADDRESS _____

7. _____
(Zip Code)

8. TELEPHONE NUMBER _____

9. INTERVIEWER _____

10. DATE _____

11. Date of Birth _____
Month Day Year

12. Place of Birth _____

13. Sex
1. Male ___
2. Female ___

14. What is your marital status?
1. Single ___
2. Married ___
3. Widowed ___
4. Separated/ Divorced ___

15. Race
1. White ___
2. Black ___
3. Asian ___
4. Hispanic ___
5. Indian ___
6. Other ___

16. What is the highest grade completed in school? _____

(For example 12 years is completion of high school)

OCCUPATIONAL HISTORY

17A. Have you ever worked full time (30 hours per week or more) for 6 months or more? 1. Yes ___ 2. No ___

IF YES TO 17A:

B. Have you ever worked for a year or more in any dusty job? 1. Yes ___ 2. No ___ 3. Does Not Apply ___

Specify job/industry _____ Total Years Worked _____

Was dust exposure:
1. Mild ____ 2. Moderate ____ 3. Severe ____

C. Have you ever been exposed to gas or chemical fumes in your work? 1. Yes ___ 2. No ___
Specify job/industry _____ Total Years Worked ___

Was exposure :
1. Mild ____ 2. Moderate ____ 3. Severe ____

D. What has been your usual occupation or job -- the one you have worked at the longest?

1. Job occupation _____

2. Number of years employed in this occupation _____

3. Position/job title _____

4. Business, field or industry _____

(Record on lines the years in which you have worked in any of these industries, e.g. 1960-1969)

Have you ever worked:	YES	NO
E. In a mine?	_____	_____
F. In a quarry?	_____	_____
G. In a foundry?	_____	_____
H. In a pottery?	_____	_____
I. In a cotton, flax or hemp mill?	_____	_____
J. With asbestos?	_____	_____

18. PAST MEDICAL HISTORY

	YES	NO
A. Do you consider yourself to be in good		

health? _____ _____

If "NO" state reason _____

B. Have you any defect of vision? ..... _____ _____

If "YES" state nature of defect _____

C. Have you any hearing defect? ..... _____ _____

If "YES" state nature of defect _____

D. Are you suffering from or have you ever suffered from:

	YES	NO
a. Epilepsy (or fits, seizures, convulsions)?	_____	_____
b. Rheumatic fever?	_____	_____
c. Kidney disease?	_____	_____
d. Bladder disease?	_____	_____
e. Diabetes?	_____	_____
f. Jaundice?	_____	_____

19. CHEST COLDS AND CHEST ILLNESSES

19A. If you get a cold, does it "usually" go to your chest? (Usually means more than 1/2 the time)
1. Yes ___ 2. No ___ 3. Don't get colds ___

20A. During the past 3 years, have you had any chest illnesses that have kept you off work, indoors at home, or in bed?
1. Yes ___ 2. No ___

IF YES TO 20A:

B. Did you produce phlegm with any of these chest illnesses?
1. Yes ___ 2. No ___ 3. Does Not Apply ___

C. In the last 3 years, how many such illnesses with (increased) phlegm did you have which lasted a week or more?
Number of illnesses ___ No such illnesses ___

21. Did you have any lung trouble before the age of 16?
1. Yes ___ 2. No ___

22. Have you ever had any of the following?

1A. Attacks of bronchitis? 1. Yes ___ 2. No ___

IF YES TO 1A:

B. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. At what age was your first attack? Age in Years ___
Does Not Apply ___

2A. Pneumonia (include bronchopneumonia)? 1. Yes ___ 2. No ___

IF YES TO 2A:

B. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. At what age did you first have it? Age in Years ___
Does Not Apply ___

3A. Hay Fever? 1. Yes ___ 2. No ___

IF YES TO 3A:

B. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. At what age did it start? Age in Years ___
Does Not Apply ___

23A. Have you ever had chronic bronchitis? 1. Yes ___ 2. No ___

IF YES TO 23A:

B. Do you still have it? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

D. At what age did it start? Age in Years ___
Does Not Apply ___

24A. Have you ever had emphysema? 1. Yes ___ 2. No ___

IF YES TO 24A:

B. Do you still have it? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

D. At what age did it start? Age in Years ___
Does Not Apply ___

25A. Have you ever had asthma? 1. Yes ___ 2. No ___

IF YES TO 25A:

B. Do you still have it? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

D. At what age did it start? Age in Years ___
Does Not Apply ___

E. If you no longer have it, at what age did it stop?
Age stopped ___
Does Not Apply ___

26. Have you ever had:

A. Any other chest illness? 1. Yes ___ 2. No ___

If yes, please specify _____

B. Any chest operations? 1. Yes ___ 2. No ___

If yes, please specify _____

C. Any chest injuries? 1. Yes ___ 2. No ___

If yes, please specify _____

27A. Has a doctor ever told you that you had heart trouble?
1. Yes ___ 2. No ___

IF YES TO 27A:

B. Have you ever had treatment for heart trouble in the past 10 years?
1. Yes ___ 2. No ___
3. Does Not Apply ___

28A. Has a doctor told you that you had high blood pressure?
1. Yes ___ 2. No ___

IF YES TO 28A:

B. Have you had any treatment for high blood pressure (hypertension) in the past 10 years?
1. Yes ___ 2. No ___
3. Does Not Apply ___

29. When did you last have your chest X-rayed?
(Year) ___ ___ ___ ___

30. Where did you last have your chest X-rayed (if known)?
_____

What was the outcome? _____

FAMILY HISTORY

31. Were either of your natural parents ever told by a doctor that they had a chronic lung condition such as:

	FATHER			MOTHER		
	1. Yes	2. No	3. Don't know	1. Yes	2. No	3. Don't know
A. Chronic Bronchitis?	___	___	___	___	___	___
B. Emphysema?	___	___	___	___	___	___
C. Asthma?	___	___	___	___	___	___
D. Lung cancer?	___	___	___	___	___	___
E. Other chest conditions?	___	___	___	___	___	___

F. Is parent currently alive?

	___	___	___	___	___	___
G. Please Specify	___ Age if Living ___ Age at Death ___ Don't Know			___ Age if Living ___ Age at Death ___ Don't Know		

H. Please specify cause of death

_____ _____

COUGH

32A. Do you usually have a cough? (Count a cough with first smoke or on first going out of doors. Exclude clearing of throat.) (If no, skip to question 32C.)

1. Yes ___ 2. No ___

B. Do you usually cough as much as 4 to 6 times a day 4 or more days out of the week?

1. Yes ___ 2. No ___

C. Do you usually cough at all on getting up or first thing in the morning?

1. Yes ___ 2. No ___

D. Do you usually cough at all during the rest of the day or at night?

1. Yes ___ 2. No ___

IF YES TO ANY OF ABOVE (32A, B, C, OR D,), ANSWER THE FOLLOWING.
IF NO TO ALL, CHECK "DOES NOT APPLY" AND SKIP TO NEXT PAGE

E. Do you usually cough like this on most days for 3 consecutive months or more during the year?

1. Yes ___ 2. No ___
3. Does not apply ___

F. For how many years have you had the cough?

Number of years ___
Does not apply ___

33A. Do you usually bring up phlegm from your chest? (Count phlegm with the first smoke or on first going out of doors. Exclude phlegm from the nose. Count swallowed phlegm.) (If no, skip to 33C)

1. Yes ___ 2. No ___

B. Do you usually bring up phlegm like this as much as twice a day 4 or more days out of the week?

1. Yes ___ 2. No ___

C. Do you usually bring up phlegm at all on getting up or first thing in the morning?

1. Yes ___ 2. No ___

D. Do you usually bring up phlegm at all on during the rest of the day or at night?

1. Yes ___ 2. No ___

IF YES TO ANY OF THE ABOVE (33A, B, C, OR D), ANSWER THE FOLLOWING:

IF NO TO ALL, CHECK "DOES NOT APPLY" AND SKIP TO 34A

E. Do you bring up phlegm like this on most days for 3 consecutive months or more during the year?

1. Yes ___ 2. No ___
3. Does not apply ___

F. For how many years have you had trouble with phlegm?

Number of years ___
Does not apply ___

EPISODES OF COUGH AND PHLEGM

34A. Have you had periods or episodes of (increased*) cough and phlegm lasting for 3 weeks or more each year?
* (For persons who usually have cough and/or phlegm)

1. Yes ___ 2. No ___

IF YES TO 34A

B. For how long have you had at least 1 such episode per year?

Number of years ___
Does not apply ___

WHEEZING

35A. Does your chest ever sound wheezy or whistling

1. When you have a cold? 1. Yes ___ 2. No ___

2. Occasionally apart from colds? 1. Yes ___ 2. No ___

3. Most days or nights? 1. Yes ___ 2. No ___

IF YES TO 1, 2, or 3 in 35A

B. For how many years has this been present?

Number of years ___
Does not apply ___

36A. Have you ever had an attack of wheezing that has made you feel short of breath?

1. Yes ___ 2. No ___

IF YES TO 36A

B. How old were you when you had your first such attack?

Age in years ___
Does not apply ___

C. Have you had 2 or more such episodes?

1. Yes ___ 2. No ___
3. Does not apply ___

D. Have you ever required medicine or treatment for the(se) attack(s)?

1. Yes ___ 2. No ___

3. Does not apply ___

BREATHLESSNESS

37. If disabled from walking by any condition other than heart or lung disease, please describe and proceed to question 39A.

Nature of condition(s) _____
_____

38A. Are you troubled by shortness of breath when hurrying on the level or walking up a slight hill?

1. Yes ___ 2. No ___

IF YES TO 38A

B. Do you have to walk slower than people of your age on the level because of breathlessness?

1. Yes ___ 2. No ___
3. Does not apply ___

C. Do you ever have to stop for breath when walking at your own pace on the level?

1. Yes ___ 2. No ___
3. Does not apply ___

D. Do you ever have to stop for breath after walking about 100 yards (or after a few minutes) on the level?

1. Yes ___ 2. No ___
3. Does not apply ___

E. Are you too breathless to leave the house or breathless on dressing or climbing one flight of stairs?

1. Yes ___ 2. No ___
3. Does not apply ___

TOBACCO SMOKING

39A. Have you ever smoked cigarettes? (No means less than 20 packs of cigarettes or 12 oz. of tobacco in a lifetime or less than 1 cigarette a day for 1 year.)

1. Yes ___ 2. No ___

IF YES TO 39A

B. Do you now smoke cigarettes (as of one month ago)

1. Yes ___ 2. No ___
3. Does not apply ___

C. How old were you when you first started regular cigarette smoking?

Age in years ___
Does not apply ___

D. If you have stopped smoking cigarettes completely, how old were you when you stopped?

Age stopped ___
Check if still smoking ___
Does not apply ___

E. How many cigarettes do you smoke per day now?

Cigarettes per day ___
Does not apply ___

F. On the average of the entire time you smoked, how many cigarettes did you smoke per day?

Cigarettes per day ___
Does not apply ___

G. Do or did you inhale the cigarette smoke?

1. Does not apply ___
2. Not at all ___
3. Slightly ___
4. Moderately ___
5. Deeply ___

40A. Have you ever smoked a pipe regularly?
(Yes means more than 12 oz. of tobacco in a lifetime.)

1. Yes ___ 2. No ___

IF YES TO 40A:
FOR PERSONS WHO HAVE EVER SMOKED A PIPE

B. 1. How old were you when you started to smoke a pipe regularly?

Age ___

2. If you have stopped smoking a pipe completely, how old were you when you stopped?

Age stopped ___
Check if still smoking pipe ___
Does not apply ___

C. On the average over the entire time you smoked a pipe, how much pipe tobacco did you smoke per week?

___ oz. per week
(a standard pouch of tobacco contains 1 1/2 oz.)
___ Does not apply

D. How much pipe tobacco are you smoking now?

oz. per week ___
Not currently smoking a pipe ___

E. Do you or did you inhale the pipe smoke?

1. Never smoked ___
2. Not at all ___
3. Slightly ___
4. Moderately ___
5. Deeply ___

41A. Have you ever smoked cigars regularly?

1. Yes ___ 2. No ___

(Yes means more than 1 cigar a week for a year)

IF YES TO 41A

FOR PERSONS WHO HAVE EVER SMOKED A CIGARS

B. 1. How old were you when you started smoking cigars regularly? Age ___

2. If you have stopped smoking cigars Age stopped ___

completely, how old were you when you stopped.

Check if still smoking cigars ___
Does not apply ___

C. On the average over the entire time you smoked cigars, how many cigars did you smoke per week?

Cigars per week ___
Does not apply ___

D. How many cigars are you smoking per week now?

Cigars per week ___
Check if not smoking cigars currently ___

E. Do or did you inhale the cigar smoke?

1. Never smoked ___
2. Not at all ___
3. Slightly ___
4. Moderately ___
5. Deeply ___

Signature _____ Date _____

Part 2
PERIODIC MEDICAL QUESTIONNAIRE

1. NAME _____

2. SOCIAL SECURITY # ___ ___ ___ ___ ___ ___ ___ ___ ___

3. CLOCK NUMBER ___ ___ ___ ___ ___ ___ ___

4. PRESENT OCCUPATION_____

5. PLANT _____

6. ADDRESS _____

7. _____
(Zip Code)

8. TELEPHONE NUMBER _____

9. INTERVIEWER _____

10. DATE _____ ___ ___ ___ ___ ___ ___

11. What is your marital status?

1. Single ___
2. Married ___
3. Widowed ___
4. Separated/. Divorced ___

12. OCCUPATIONAL HISTORY

12A. In the past year, did you work full time (30 hours per week or more) for 6 months or more?

1. Yes ___ 2. No ___

IF YES TO 12A:

12B. In the past year, did you work in a dusty job?

1. Yes ___ 2. No ___
3. Does not Apply ___

12C. Was dust exposure:
1. Mild ___ 2. Moderate ___ 3. Severe ___

12D. In the past year, were you exposed to gas or chemical fumes in your work? 1. Yes ___ 2. No ___

12E. Was exposure: 1. Mild ___ 2. Moderate ___ 3. Severe ___

12F. In the past year, what was your:
1. Job/occupation? _____
2. Position/job title? _____

13. RECENT MEDICAL HISTORY

13A. Do you consider yourself to be in good health? Yes ___ No ___

If NO, state reason _____

13B. In the past year, have you developed:

	Yes	No
Epilepsy?	___	___
Rheumatic fever?	___	___
Kidney disease?	___	___
Bladder disease?	___	___
Diabetes?	___	___
Jaundice?	___	___
Cancer?	___	___

14. CHEST COLDS AND CHEST ILLNESSES

14A. If you get a cold, does it "usually" go to your chest? (usually means more than 1/2 the time)
1. Yes ___ 2. No ___
3. Don't get colds ___

15A. During the past year, have you had any chest illnesses that have kept you off work, indoors at home, or in bed? 1. Yes ___ 2. No ___ 3. Does Not Apply ___

IF YES TO 15A:

15B. Did you produce phlegm with any of these chest illnesses? 1. Yes ___ 2. No ___ 3. Does Not Apply ___

15C. In the past year, how many such illnesses with (increased) phlegm did you have which lasted a week or more? Number of illnesses ___ No such illnesses ___

16. RESPIRATORY SYSTEM

In the past year have you had:

	Yes or No	Further Comment on Positive Answers
Asthma	_____	

Bronchitis _____

Hay Fever _____

Other Allergies _____

	Yes or No	Further Comment on Positive Answers
Pneumonia	_____	
Tuberculosis	_____	
Chest Surgery	_____	
Other Lung Problems	_____	
Heart Disease	_____	

Do you have:

	Yes or No	Further Comment on Positive Answers
Frequent colds	_____	
Chronic cough	_____	
Shortness of breath when walking or climbing one flight or stairs	_____	

Do you:

Wheeze _____

Cough up phlegm _____

Smoke cigarettes _____
Packs per day ____ How many years ___

Date _____ Signature _____

Appendix E.

(a) Chest roentgenograms shall be interpreted and classified in accordance with a professionally accepted classification system and recorded on an interpretation form following the format of the CDC/NIOSH (M) 2.8 form. As a minimum, the content within the bold lines of this form (items 1 through 4) shall be included. This form is not to be submitted to NIOSH..

(b) Roentgenograms shall be interpreted and classified only by a B-reader, a board eligible/certified radiologist, or an experienced physician with known expertise in pneumoconioses.

(c) All interpreters, whenever interpreting chest roentgenograms made under this section, shall have immediately available for reference a complete set of the ILO-U/C International Classification of Radiographs for Pneumoconioses, 1980.

Occupational Safety & Health Administration

General Industry

Toxic and Hazardous Substances

Asbestos

1910.1001(a)
Scope and application.

1910.1001(a)(1)
This section applies to all occupational exposures to asbestos in all industries covered by the Occupational Safety and Health Act, except as provided in paragraph (a)(2) and (3) of this section.

1910.1001(a)(2)

This section does not apply to construction work as defined in 29 CFR 1910.12(b). (Exposure to asbestos in construction work is covered by 29 CFR 1926.1101.)

1910.1001(a)(3)

This section does not apply to ship repairing, shipbuilding and shipbreaking employments and related employments as defined in 29 CFR 1915.4. (Exposure to asbestos in these employments is covered by 29 CFR 1915.1001).

1910.1001(b)

Definitions.

"Asbestos" includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.

"Asbestos-containing material (ACM)" means any material containing more than 1% asbestos.

"Assistant Secretary" means the Assistant Secretary of Labor for Occupational Safety and Health, U.S. Department of Labor, or designee.

"Authorized person" means any person authorized by the employer and required by work duties to be present in regulated areas.

"Building/facility owner" is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building and/or facility in which activities covered by this standard take place.

"Certified Industrial Hygienist (CIH)" means one certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.

"Director" means the Director of the National Institute for Occupational Safety and Health, U.S. Department of Health and Human Services, or designee.

"Employee exposure" means that exposure to airborne asbestos that would occur if the employee were not using respiratory protective equipment.

"Fiber" means a particulate form of asbestos 5 micrometers or longer,with a length-to-diameter ratio of at least 3 to 1.

"High-efficiency particulate air (HEPA) filter" means a filter capable of trapping and retaining at least 99.97 percent of 0.3 micrometer diameter mono-disperse particles.

"Homogeneous area" means an area of surfacing material or thermal system insulation that is uniform in color and texture.

"Industrial hygienist" means a professional qualified by education, training, and experience to anticipate, recognize, evaluate and develop controls for occupational health hazards.

"PACM" means presumed asbestos containing material.

"Presumed asbestos containing material" means thermal system insulation and surfacing material found in buildings constructed no later than 1980. The designation of a material as "PACM" may be rebutted pursuant to paragraph (j)(8) of this section.

"Regulated area" means an area established by the employer to demarcate areas where airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, the permissible exposure limits.

"Surfacing ACM" means surfacing material which contains more than 1 percent asbestos.

"Surfacing material" means material that is sprayed, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes).

"Thermal System Insulation (TSI)" means ACM applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain.

"Thermal System Insulation ACM" means thermal system insulation which contains more than 1 percent asbestos.

1910.1001(c)

Permissible exposure limit (PELS) --

1910.1001(c)(1)

Time-weighted average limit (TWA). The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 fiber per cubic centimeter of air as an eight (8)-hour time-weighted average (TWA) as determined by the method prescribed in Appendix A to this section, or by an equivalent method.

1910.1001(c)(2)

Excursion limit. The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of thirty (30) minutes as determined by the method prescribed in Appendix A to this section, or by an equivalent method.

1910.1001(d)

Exposure monitoring. --

1910.1001(d)(1)

General.

1910.1001(d)(1)(i)

Determinations of employee exposure shall be made from breathing zone air samples that are representative of the 8-hour TWA and 30-minute short-term exposures of each employee.

1910.1001(d)(1)(ii)

Representative 8-hour TWA employee exposures shall be determined on the basis of one or more samples representing full-shift exposures for each shift for each employee in each job classification in each work area. Representative 30-minute short-term employee exposures shall be determined on the basis of one or more samples representing 30 minute exposures associated with operations that are most likely to produce exposures above the excursion limit for each shift for each job classification in each work area.

1910.1001(d)(2)

Initial monitoring.

1910.1001(d)(2)(i)

Each employer who has a workplace or work operation covered by this standard, except as provided for in paragraphs (d)(2)(ii) and (d)(2)(iii) of this section, shall perform initial monitoring of employees who are, or may reasonably be expected to be exposed to airborne concentrations at or above the TWA permissible exposure limit and/or excursion limit.

1910.1001(d)(2)(ii)

Where the employer has monitored after March 31, 1992, for the TWA permissible exposure limit and/or the excursion limit, and the monitoring satisfies all other requirements of this section, the employer may rely on such earlier monitoring results to satisfy the requirements of paragraph (d)(2)(i) of this section.

1910.1001(d)(2)(iii)

Where the employer has relied upon objective data that demonstrate that asbestos is not capable of being released in airborne concentrations at or above the TWA permissible exposure limit and/or excursion limit under the expected conditions of processing, use, or handling, then no initial monitoring is required.

1910.1001(d)(3)

Monitoring frequency (periodic monitoring) and patterns. After the initial determinations required by paragraph (d)(2)(i) of this section, samples shall be of such frequency and pattern as to represent with reasonable accuracy the levels of exposure of the employees. In no case shall sampling be at intervals greater than six months for employees whose exposures may reasonably be foreseen to exceed the TWA permissible exposure limit and/or excursion limit.

1910.1001(d)(4)

Changes in monitoring frequency. If either the initial or the periodic monitoring required by paragraphs (d)(2) and (d)(3) of this section statistically indicates that employee exposures are below the TWA permissible exposure limit and/or excursion limit, the employer may discontinue the monitoring for those employees whose exposures are represented by such monitoring.

1910.1001(d)(5)

Additional monitoring. Notwithstanding the provisions of paragraphs (d)(2)(ii) and (d)(4) of this section, the employer shall institute the exposure monitoring required under paragraphs (d)(2)(i) and (d)(3) of this section whenever there has been a change in the production, process, control equipment, personnel or work practices that may result in new or additional exposures above the TWA permissible exposure limit and/or excursion limit or when the employer has any reason to suspect that a change may result in new or additional exposures above the PEL and/or excursion limit.

1910.1001(d)(6)

Method of monitoring.

1910.1001(d)(6)(i)

All samples taken to satisfy the monitoring requirements of paragraph (d) of this section shall be personal samples collected following the procedures specified in Appendix A.

1910.1001(d)(6)(ii)

All samples taken to satisfy the monitoring requirements of paragraph (d) of this section shall be evaluated using the OSHA Reference Method (ORM) specified in Appendix A of this section, or an equivalent counting method.

1910.1001(d)(6)(iii)

If an equivalent method to the ORM is used, the employer shall ensure that the method meets the following criteria:

1910.1001(d)(6)(iii)(A)

Replicate exposure data used to establish equivalency are collected in side-by-side field and laboratory comparisons; and

1910.1001(d)(6)(iii)(B)

The comparison indicates that 90% of the samples collected in the range 0.5 to 2.0 times the permissible limit have an accuracy range of plus or minus 25 percent of the ORM results at a 95% confidence level as demonstrated by a statistically valid protocol; and

1910.1001(d)(6)(iii)(C)

The equivalent method is documented and the results of the comparison testing are maintained.

1910.1001(d)(6)(iv)

To satisfy the monitoring requirements of paragraph (d) of this section, employers must use the results of monitoring analysis performed by laboratories which have instituted quality assurance programs that include the elements as prescribed in Appendix A of this section.

1910.1001(d)(7)

Employee notification of monitoring results.

1910.1001(d)(7)(i)

The employer must, within 15 working days after the receipt of the results of any monitoring performed under this sections, notify each affected employee of these results either individually in writing or by posting the results in an appropriate location that is accessible to affected employees.

1910.1001(d)(7)(ii)

The written notification required by paragraph (d)(7)(i) of this section shall contain the corrective action being taken by the employer to reduce employee exposure to or below the TWA and/or excursion limit, wherever monitoring results indicated that the TWA and/or excursion limit had been exceeded.

1910.1001(e)

Regulated Areas. --

1910.1001(e)(1)

Establishment. The employer shall establish regulated areas wherever airborne concentrations of asbestos and/or PACM are in excess of the TWA and/or excursion limit prescribed in paragraph (c) of this section.

1910.1001(e)(2)

Demarcation. Regulated areas shall be demarcated from the rest of the workplace in any manner that minimizes the number of persons who will be exposed to asbestos.

1910.1001(e)(3)

Access. Access to regulated areas shall be limited to authorized persons or to persons authorized by the Act or regulations issued pursuant thereto.

1910.1001(e)(4)

Provision of respirators. Each person entering a regulated area shall be supplied with and required to use a respirator, selected in accordance with paragraph (g)(2) of this section.

1910.1001(e)(5)

Prohibited activities. The employer shall ensure that employees do not eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the regulated areas.

1910.1001(f)

Methods of compliance. --

1910.1001(f)(1)

Engineering controls and work practices.

1910.1001(f)(1)(i)

The employer shall institute engineering controls and work practices to reduce and maintain employee exposure to or below the TWA and/or excursion limit prescribed in paragraph (c) of this section, except to the extent that such controls are not feasible.

1910.1001(f)(1)(ii)

Wherever the feasible engineering controls and work practices that can be instituted are not sufficient to reduce employee exposure to or below the TWA and/or excursion limit prescribed in paragraph (c) of this section, the employer shall use them to reduce employee exposure to the lowest levels achievable by these controls and shall supplement them by the use of respiratory protection that complies with the requirements of paragraph (g) of this section.

1910.1001(f)(1)(iii)

For the following operations, wherever feasible engineering controls and work practices that can be instituted are not sufficient to reduce the employee exposure to or below the TWA and/or excursion limit prescribed in paragraph (c) of this section, the employer shall use them to reduce employee exposure to or below 0.5 fiber per cubic centimeter of air (as an eight-hour time-weighted average) or 2.5 fibers/cc for 30 minutes (short-term exposure) and shall supplement them by the use of any combination of respiratory protection that complies with the requirements of paragraph (g) of this section, work practices and feasible engineering controls that will reduce employee exposure to or below the TWA and to or below the excursion limit permissible prescribed in paragraph (c) of this section: Coupling cutoff in primary asbestos cement pipe manufacturing; sanding in primary and secondary asbestos cement sheet manufacturing; grinding in primary and secondary friction product manufacturing; carding and spinning in dry textile processes; and grinding and sanding in primary plastics manufacturing.

1910.1001(f)(1)(iv)

Local exhaust ventilation. Local exhaust ventilation and dust collection systems shall be designed, constructed, installed, and maintained in accordance with good practices such as those found in the American National Standard Fundamentals Governing the Design and Operation of Local Exhaust Systems, ANSI Z9.2-1979.

1910.1001(f)(1)(v)

Particular tools. All hand-operated and power-operated tools which would produce or release fibers of asbestos, such as, but not limited to, saws, scorers, abrasive wheels, and drills, shall be provided with local exhaust ventilation systems which comply with paragraph (f)(1)(iv) of this section.

1910.1001(f)(1)(vi)

Wet methods. Insofar as practicable, asbestos shall be handled, mixed, applied, removed, cut, scored, or otherwise worked in a wet state sufficient to prevent the emission of airborne fibers so as to expose employees to levels in excess of the TWA and/or excursion limit, prescribed in paragraph (c) of this section, unless the usefulness of the product would be diminished thereby.

1910.1001(f)(1)(vii)

[Reserved]

1910.1001(f)(1)(viii)

Particular products and operations. No asbestos cement, mortar, coating, grout, plaster, or similar material containing asbestos, shall be removed from bags, cartons, or other containers in which they are shipped, without being either wetted, or enclosed, or ventilated so as to prevent effectively the release of airborne fibers.

1910.1001(f)(1)(ix)

Compressed air. Compressed air shall not be used to remove asbestos or materials containing asbestos unless the compressed air is used in conjunction with a ventilation system which effectively captures the dust cloud created by the compressed air.

1910.1001(f)(1)(x)

Flooring. Sanding of asbestos-containing flooring material is prohibited.

1910.1001(f)(2)

Compliance program.

1910.1001(f)(2)(i)

Where the TWA and/or excursion limit is exceeded, the employer shall establish and implement a written program to reduce employee exposure to or below the TWA and to or below the excursion limit by means of engineering and work practice controls as required by paragraph (f)(1) of this section, and by the use of respiratory protection where required or permitted under this section.

1910.1001(f)(2)(ii)

Such programs shall be reviewed and updated as necessary to reflect significant changes in the status of the employer's compliance program.

1910.1001(f)(2)(iii)

Written programs shall be submitted upon request for examination and copying to the Assistant Secretary, the Director, affected employees and designated employee representatives.

1910.1001(f)(2)(iv)

The employer shall not use employee rotation as a means of compliance with the TWA and/or excursion limit.

1910.1001(f)(3)

Specific compliance methods for brake and clutch repair:

1910.1001(f)(3)(i)

Engineering controls and work practices for brake and clutch repair and service. During automotive brake and clutch inspection, disassembly, repair and assembly operations, the employer shall institute engineering controls and work practices to reduce employee exposure to materials containing asbestos using a negative pressure enclosure/HEPA vacuum system method or low pressure/wet cleaning method, which meets the detailed requirements set out in Appendix F to this section. The employer may also comply using an equivalent method which follows written procedures which the employer demonstrates can achieve results equivalent to Method A in Appendix F to this section. For facilities in which no more than 5 pair of brakes or 5 clutches are inspected, disassembled, repaired, or assembled per week, the method set forth in paragraph [D] of Appendix F to this section may be used.

1910.1001(f)(3)(ii)

The employer may also comply by using an equivalent method which follows written procedures, which the employer demonstrates can achieve equivalent exposure reductions as do the two "preferred methods." Such demonstration must include monitoring data conducted under workplace conditions closely resembling the process, type of asbestos containing materials, control method, work practices and environmental conditions which the equivalent method will be used, or objective data, which document that under all reasonably foreseeable conditions of brake and clutch repair applications, the method results in exposures which are equivalent to the methods set out in Appendix F to this section.

1910.1001(g)

Respiratory protection

1910.1001(g)(1)

General. for employees who use respirators required by this section, the employer must provide each employee an appropriate respirator that complies with the requirements of this paragraph. Respirators must be used during:

1910.1001(g)(1)(i)

Periods necessary to install or implement feasible engineering and work-practice controls.

1910.1001(g)(1)(ii)

Work operations, such as maintenance and repair activities, for which engineering and work-practice controls are not feasible.

1910.1001(g)(1)(iii)

Work operations for which feasible engineering and work-practice controls are not yet sufficient to reduce employee exposure to or below the TWA and/or excursion limit.

1910.1001(g)(1)(iv)

Emergencies.

1910.1001(g)(2)

Respirator program.

1910.1001(g)(2)(i)

The employer must implement a respiratory protection program in accordance with 29 CFR 134 (b) through (d) (except (d)(1)(iii)), and (f) through (m), which covers each employee required by this section to use a respirator.

1910.1001(g)(2)(ii)

Employers must provide an employee with a tight-fitting, powered air-purifying respirator (PAPR) instead of a negative pressure respirator selected according to paragraph (g)(3) of this standard when the employee chooses to use a PAPR and it provides adequate protection to the employee.

1910.1001(g)(2)(iii)

No employee must be assigned to tasks requiring the use of respirators if, based on their most recent medical examination, the examining physician determines that the employee will be unable to function normally using a respirator, or that the safety or health of the employee or other employees will be impaired by the use of a respirator. Such employees must be assigned to another job or given the opportunity to transfer to a different position, the duties of which they can perform. If such a transfer position is available, the position must be with the same employer, in the same geographical area, and with the same seniority, status, and rate of pay the employee had just prior to such transfer.

1910.1001(g)(3)

Respirator selection. Employers must:

(g)(3)(i)

Select, and provide to employees, the appropriate respirators specified in paragraph (d)(3)(i)(A) of 29 CFR 1910.134; however, employers must not select or use filtering facepiece respirators for protection against asbestos fibers.

(g)(3)(ii)

Provide HEPA filters for powered and non-powered air-purifying respirators.

1910.1001(h)

Protective work clothing and equipment --

1910.1001(h)(1)

Provision and use. If an employee is exposed to asbestos above the TWA and/or excursion limit, or where the possibility of eye irritation exists, the employer shall provide at no cost to the employee and ensure that the employee uses appropriate protective work clothing and equipment such as, but not limited to:

1910.1001(h)(1)(i)

Coveralls or similar full-body work clothing;

1910.1001(h)(1)(ii)

Gloves, head coverings, and foot coverings; and

1910.1001(h)(1)(iii)

Face shields, vented goggles, or other appropriate protective equipment which complies with 1910.133 of this Part.

1910.1001(h)(2)

Removal and storage.

1910.1001(h)(2)(i)

The employer shall ensure that employees remove work clothing contaminated with asbestos only in change rooms provided in accordance with paragraph (i)(1) of this section.

1910.1001(h)(2)(ii)

The employer shall ensure that no employee takes contaminated work clothing out of the change room, except those employees authorized to do so for the purpose of laundering, maintenance, or disposal.

1910.1001(h)(2)(iii)

Contaminated work clothing shall be placed and stored in closed containers which prevent dispersion of the asbestos outside the container.

1910.1001(h)(2)(iv)

Containers of contaminated protective devices or work clothing which are to be taken out of change rooms or the workplace for cleaning, maintenance or disposal, shall bear labels in accordance with paragraph (j)(4) of this section.

1910.1001(h)(3)

Cleaning and replacement.

1910.1001(h)(3)(i)

The employer shall clean, launder, repair, or replace protective clothing and equipment required by this paragraph to maintain their effectiveness. The employer shall provide clean protective clothing and equipment at least weekly to each affected employee.

1910.1001(h)(3)(ii)

The employer shall prohibit the removal of asbestos from protective clothing and equipment by blowing or shaking.

1910.1001(h)(3)(iii)

Laundering of contaminated clothing shall be done so as to prevent the release of airborne fibers of asbestos in excess of the permissible exposure limits prescribed in paragraph (c) of this section.

1910.1001(h)(3)(iv)

Any employer who gives contaminated clothing to another person for laundering shall inform such person of the requirement in paragraph (h)(3)(iii) of this section to effectively prevent the release of airborne fibers of asbestos in excess of the permissible exposure limits.

1910.1001(h)(3)(v)

The employer shall inform any person who launders or cleans protective clothing or equipment contaminated with asbestos of the potentially harmful effects of exposure to asbestos.

1910.1001(h)(3)(vi)

Contaminated clothing shall be transported in sealed impermeable bags, or other closed, impermeable containers, and labeled in accordance with paragraph (j) of this section.

1910.1001(i)

Hygiene facilities and practices --

1910.1001(i)(1)

Change rooms.

1910.1001(i)(1)(i)

The employer shall provide clean change rooms for employees who work in areas where their airborne exposure to asbestos is above the TWA and/or excursion limit.

1910.1001(i)(1)(ii)

The employer shall ensure that change rooms are in accordance with 1910.141(e) of this part, and are equipped with two separate lockers or storage facilities, so separated as to prevent contamination of the employee's street clothes from his protective work clothing and equipment.

1910.1001(i)(2)

Showers.

1910.1001(i)(2)(i)

The employer shall ensure that employees who work in areas where their airborne exposure is above the TWA and/or excursion limit, shower at the end of the work shift.

1910.1001(i)(2)(ii)

The employer shall provide shower facilities which comply with 1910.141(d)(3) of this part.

1910.1001(i)(2)(iii)

The employer shall ensure that employees who are required to shower pursuant to paragraph (i)(2)(i) of this section do not leave the workplace wearing any clothing or equipment worn during the work shift.

1910.1001(i)(3)

Lunchrooms.

1910.1001(i)(3)(i)

The employer shall provide lunchroom facilities for employees who work in areas where their airborne exposure is above the TWA and/or excursion limit.

1910.1001(i)(3)(ii)

The employer shall ensure that lunchroom facilities have a positive pressure, filtered air supply, and are readily accessible to employees.

1910.1001(i)(3)(iii)

The employer shall ensure that employees who work in areas where their airborne exposure is above the PEL and/or excursion limit wash their hands and faces prior to eating, drinking or smoking.

1910.1001(i)(3)(iv)

The employer shall ensure that employees do not enter lunchroom facilities with protective work clothing or equipment unless surface asbestos fibers have been removed from the clothing or equipment by vacuuming or other method that removes dust without causing the asbestos to become airborne.

1910.1001(i)(4)

Smoking in work areas. The employer shall ensure that employees do not smoke in work areas where they are occupationally exposed to asbestos because of activities in that work area.

1910.1001(j)

Communication of hazards to employees -- Introduction. This section applies to the communication of information concerning asbestos hazards in general industry to facilitate compliance with this standard. Asbestos exposure in general industry occurs in a wide variety of industrial and commercial settings. Employees who manufacture asbestos-containing products may be exposed to asbestos fibers. Employees who repair and replace automotive brakes and clutches may be exposed to asbestos fibers. In addition, employees engaged in housekeeping activities in industrial facilities with asbestos product manufacturing operations, and in public and commercial buildings with installed asbestos containing materials may be exposed to asbestos fibers. Most of these workers are covered by this general industry standard, with the exception of state or local governmental employees in non-state plan states. It should be noted that employees who perform housekeeping activities during and after construction activities are covered by the asbestos construction standard, 29 CFR 1926.1101, formerly 1926.58. However, housekeeping employees, regardless of industry designation, should know whether building components

they maintain may expose them to asbestos. The same hazard communication provisions will protect employees who perform housekeeping operations in all three asbestos standards; general industry, construction, and shipyard employment. As noted in the construction standard, building owners are often the only and/or best source of information concerning the presence of previously installed asbestos containing building materials. Therefore they, along with employers of potentially exposed employees, are assigned specific information conveying and retention duties under this section.

1910.1001(j)(1)

Installed Asbestos Containing Material. Employers and building owners are required to treat installed TSI and sprayed on and troweled-on surfacing materials as ACM in buildings constructed no later than 1980 for purposes of this standard. These materials are designated "presumed ACM or PACM", and are defined in paragraph (b) of this section. Asphalt and vinyl flooring material installed no later than 1980 also must be treated as asbestos-containing. The employer or building owner may demonstrate that PACM and flooring material do not contain asbestos by complying with paragraph (j)(8)(iii) of this section.

1910.1001(j)(2)

Duties of employers and building and facility owners.

1910.1001(j)(2)(i)

Building and facility owners shall determine the presence, location, and quantity of ACM and/or PACM at the work site. Employers and building and facility owners shall exercise due diligence in complying with these requirements to inform employers and employees about the presence and location of ACM and PACM.

1910.1001(j)(2)(ii)

Building and facility owners shall maintain records of all information required to be provided pursuant to this section and/or otherwise known to the building owner concerning the presence, location and quantity of ACM and PACM in the building/facility. Such records shall be kept for the duration of ownership and shall be transferred to successive owners.

1910.1001(j)(2)(iii)

Building and facility owners shall inform employers of employees, and employers shall inform employees who will perform housekeeping activities in areas which contain ACM and/or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during such activities.

1910.1001(j)(3)

Warning signs.

1910.1001(j)(3)(i)

Posting. Warning signs shall be provided and displayed at each regulated area. In addition, warning signs shall be posted at all approaches to regulated areas so that an employee may read the signs and take necessary protective steps before entering the area.

1910.1001(j)(3)(ii)

Sign specifications.

1910.1001(j)(3)(ii)(A)

The warning signs required by paragraph (j)(3) of this section shall bear the following information:
DANGER
ASBESTOS
CANCER AND LUNG DISEASE
HAZARD
AUTHORIZED PERSONNEL ONLY

1910.1001(j)(3)(ii)(B)

In addition, where the use of respirators and protective clothing is required in the regulated area under this section, the warning signs shall include the following:

RESPIRATORS AND PROTECTIVE
CLOTHING
ARE REQUIRED IN THIS AREA

1910.1001(j)(3)(iii)
[Reserved]

1910.1001(j)(3)(iv)

The employer shall ensure that employees working in and contiguous to regulated areas comprehend the warning signs required to be posted by paragraph (j)(3)(i) of this section. Means to ensure employee comprehension may include the use of foreign languages, pictographs and graphics.

1910.1001(j)(3)(v)

At the entrance to mechanical rooms/areas in which employees reasonably can be expected to enter and which contain ACM and/or PACM, the building owner shall post signs which identify the material which is present, its location, and appropriate work practices which, if followed, will ensure that ACM and/or PACM will not be disturbed. The employer shall ensure, to the extent feasible, that employees who come in contact with these signs can comprehend them. Means to ensure employee comprehension may include the use of foreign languages, pictographs, graphics, and awareness training.

1910.1001(j)(4)

Warning labels.

1910.1001(j)(4)(i)

Labeling. Warning labels shall be affixed to all raw materials, mixtures, scrap, waste, debris, and other products containing asbestos fibers, or to their containers. When a building owner or employer identifies previously installed ACM and/or PACM, labels or signs shall be affixed or posted so that employees will be notified of what materials contain ACM and/or PACM. The employer shall attach such labels in areas where they will clearly be noticed by employees who are likely to be exposed, such as at the entrance to mechanical room/areas. Signs required by paragraph (j)(3) of this section may be posted in lieu of labels so long as they contain information required for labelling.

1910.1001(j)(4)(ii)

Label specifications. The labels shall comply with the requirements of 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard, and shall include the following information:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

1910.1001(j)(5)

Material safety data sheets. Employers who are manufacturers or importers of asbestos or asbestos products shall comply with the requirements regarding development of material safety data sheets as specified in 29 CFR 1910.1200(g) of OSHA's Hazard Communication standard, except as provided by paragraph (j)(6) of this section.

1910.1001(j)(6)

The provisions for labels required by paragraph (j)(4) of this section or for material safety data sheets required by paragraph (j)(5) of this section do not apply where:

1910.1001(j)(6)(i)

Asbestos fibers have been modified by a bonding agent, coating, binder, or other material provided that the manufacturer can demonstrate that during any reasonably foreseeable use, handling, storage, disposal, processing, or transportation, no airborne concentrations of fibers of asbestos in excess of the TWA permissible exposure level and/or excursion limit will be released or

1910.1001(j)(6)(ii)

Asbestos is present in a product in concentrations less than 1.0%.

1910.1001(j)(7)

Employee information and training.

1910.1001(j)(7)(i)

The employer shall train each employee who is exposed to airborne concentrations of asbestos at or above the PEL and/or excursion limit in accordance with the requirements of this section. The employer shall institute a training program and ensure employee participation in the program.

1910.1001(j)(7)(ii)

Training shall be provided prior to or at the time of initial assignment and at least annually thereafter.

1910.1001(j)(7)(iii)

The training program shall be conducted in a manner which the employee is able to understand. The employer shall ensure that each employee is informed of the following:

1910.1001(j)(7)(iii)(A)

The health effects associated with asbestos exposure;

1910.1001(j)(7)(iii)(B)

The relationship between smoking and exposure to asbestos producing lung cancer:

1910.1001(j)(7)(iii)(C)

The quantity, location, manner of use, release, and storage of asbestos, and the specific nature of operations which could result in exposure to asbestos;

1910.1001(j)(7)(iii)(D)

The engineering controls and work practices associated with the employee's job assignment;

1910.1001(j)(7)(iii)(E)

The specific procedures implemented to protect employees from exposure to asbestos, such as appropriate work practices, emergency and clean-up procedures, and personal protective equipment to be used;

1910.1001(j)(7)(iii)(F)

The purpose, proper use, and limitations of respirators and protective clothing, if appropriate;

1910.1001(j)(7)(iii)(G)

The purpose and a description of the medical surveillance program required by paragraph (l) of this section;

1910.1001(j)(7)(iii)(H)

The content of this standard, including appendices.

1910.1001(j)(7)(iii)(I)

The names, addresses and phone numbers of public health organizations which provide information, materials, and/or conduct programs concerning smoking cessation. The employer may distribute the list of such organizations contained in Appendix I to this section, to comply with this requirement.

1910.1001(j)(7)(iii)(J)

The requirements for posting signs and affixing labels and the meaning of the required legends for such signs and labels.

1910.1001(j)(7)(iv)

The employer shall also provide, at no cost to employees who perform housekeeping operations in an area which contains ACM or PACM, an asbestos awareness training course, which shall at a minimum contain the following elements: health effects of asbestos, locations of ACM and PACM in the building/facility, recognition of ACM and PACM damage and deterioration, requirements in this standard relating to housekeeping, and proper response to fiber release episodes, to all employees who perform housekeeping work in areas where ACM and/or PACM is present. Each such employee shall be so trained at least once a year.

1910.1001(j)(7)(v)

Access to information and training materials.

1910.1001(j)(7)(v)(A)

The employer shall make a copy of this standard and its appendices readily available without cost to all affected employees.

1910.1001(j)(7)(v)(B)

The employer shall provide, upon request, all materials relating to the employee information and training program to the Assistant Secretary and the training program to the Assistant Secretary and the Director.

1910.1001(j)(7)(v)(C)

The employer shall inform all employees concerning the availability of self-help smoking cessation program material. Upon employee request, the employer shall distribute such material, consisting of NIH Publication No. 89-1647, or equivalent self-help material, which is approved or published by a public health organization listed in Appendix I to this section.

1910.1001(j)(8)

Criteria to rebut the designation of installed material as PACM.

1910.1001(j)(8)(i)

At any time, an employer and/or building owner may demonstrate, for purposes of this standard, that PACM does not contain asbestos. Building owners and/or employers are not required to communicate information about the presence of building material for which such a demonstration pursuant to the requirements of paragraph (j)(8)(ii) of this section has been made. However, in all such cases, the information, data and analysis supporting the determination that PACM does not contain asbestos, shall be retained pursuant to paragraph (m) of this section.

1910.1001(j)(8)(ii)

An employer or owner may demonstrate that PACM does not contain asbestos by the following:

1910.1001(j)(8)(ii)(A)

Having a completed inspection conducted pursuant to the requirements of AHERA (40 CFR 763, Subpart E) which demonstrates that no ACM is present in the material; or

1910.1001(j)(8)(ii)(B)

Performing tests of the material containing PACM which demonstrate that no ACM is present in the material. Such tests shall include analysis of bulk samples collected in the manner described in 40 CFR 763.86. The tests, evaluation and sample collection shall be conducted by an accredited inspector or by a CIH. Analysis of samples shall be performed by persons or laboratories with proficiency demonstrated by current successful participation in a nationally recognized testing program such as the National Voluntary Laboratory Accreditation Program (NVLAP) or the National Institute for Standards and Technology (NIST) or the Round Robin for bulk samples administered by the American Industrial Hygiene Association (AIHA) or an equivalent nationally-recognized round robin testing program.

1910.1001(j)(8)(iii)

The employer and/or building owner may demonstrate that flooring material including associated mastic and backing does not contain asbestos, by a determination of an industrial hygienist based upon recognized analytical techniques showing that the material is not ACM.

1910.1001(k)

Housekeeping.

1910.1001(k)(1)

All surfaces shall be maintained as free as practicable of ACM waste and debris and accompanying dust.

1910.1001(k)(2)

All spills and sudden releases of material containing asbestos shall be cleaned up as soon as possible.

1910.1001(k)(3)

Surfaces contaminated with asbestos may not be cleaned by the use of compressed air.

1910.1001(k)(4)

Vacuuming. HEPA-filtered vacuuming equipment shall be used for vacuuming asbestos containing waste and debris. The equipment shall be used and emptied in a manner which minimizes the reentry of asbestos into the workplace.

1910.1001(k)(5)

Shoveling, dry sweeping and dry clean-up of asbestos may be used only where vacuuming and/or wet cleaning are not feasible.

1910.1001(k)(6)

Waste disposal. Waste, scrap, debris, bags, containers, equipment, and clothing contaminated with asbestos consigned for disposal, shall be collected, recycled and disposed of in sealed impermeable bags, or other closed, impermeable containers.

1910.1001(k)(7)

Care of asbestos-containing flooring material.

1910.1001(k)(7)(i)

Sanding of asbestos-containing floor material is prohibited.

1910.1001(k)(7)(ii)

Stripping of finishes shall be conducted using low abrasion pads at speeds lower than 300 rpm and wet methods.

1910.1001(k)(7)(iii)

Burnishing or dry buffing may be performed only on asbestos-containing flooring which has sufficient finish so that the pad cannot contact the asbestos-containing material.

1910.1001(k)(8)

Waste and debris and accompanying dust in an areas containing accessible ACM and/or PACM or visibly deteriorated ACM, shall not be dusted or swept dry, or vacuumed without using a HEPA filter.

1910.1001(l)

Medical surveillance --

1910.1001(l)(1)

General --

1910.1001(l)(1)(i)

Employees covered. The employer shall institute a medical surveillance program for all employees who are or will be exposed to airborne concentrations of fibers of asbestos at or above the TWA and/or excursion limit.

1910.1001(l)(1)(ii)

Examination by a physician.

1910.1001(l)(1)(ii)(A)

The employer shall ensure that all medical examinations and procedures are performed by or under the supervision of a licensed physician, and shall be provided without cost to the employee and at a reasonable time and place.

1910.1001(l)(1)(ii)(B)

Persons other than licensed physicians, who administer the pulmonary function testing required by this section, shall complete a training course in spirometry sponsored by an appropriate academic or professional institution.

1910.1001(l)(2)

Pre-placement examinations.

1910.1001(l)(2)(i)

Before an employee is assigned to an occupation exposed to airborne concentrations of asbestos fibers at or above the TWA and/or excursion limit, a pre-placement medical examination shall be provided or made available by the employer.

1910.1001(l)(2)(ii)

Such examination shall include, as a minimum, a medical and work history; a complete physical examination of all systems with emphasis on the respiratory system, the cardiovascular system and digestive tract; completion of the respiratory disease standardized questionnaire in Appendix D to this section, Part 1; a chest roentgenogram (posterior-anterior 14 x 17 inches); pulmonary function tests to include forced vital capacity (FVC) and forced expiratory volume at 1 second (FEV(1.0)); and any

additional tests deemed appropriate by the examining physician. Interpretation and classification of chest roentgenogram shall be conducted in accordance with Appendix E to this section.

1910.1001(l)(3)

Periodic examinations.

1910.1001(l)(3)(i)

Periodic medical examinations shall be made available annually.

1910.1001(l)(3)(ii)

The scope of the medical examination shall be in conformance with the protocol established in paragraph (l)(2)(ii) of this section, except that the frequency of chest roentgenogram shall be conducted in accordance with Table 1, and the abbreviated standardized questionnaire contained in, Part 2 of Appendix D to this section shall be administered to the employee.

Table 1. -- Frequency of Chest Roentgenogram

Years since first exposure	Age of employee 15 to 35	35+ to 45	45+
0 to 10	Every 5 years	Every 5 years	Every 5 years.
10+	Every 5 years	Every 2 years	Every 1 year.

1910.1001(l)(4)

Termination of employment examinations.

1910.1001(l)(4)(i)

The employer shall provide, or make available, a termination of employment medical examination for any employee who has been exposed to airborne concentrations of fibers of asbestos at or above the TWA and/or excursion limit.

1910.1001(l)(4)(ii)

The medical examination shall be in accordance with the requirements of the periodic examinations stipulated in paragraph (l)(3) of this section, and shall be given within 30 calendar days before or after the date of termination of employment.

1910.1001(l)(5)

Recent examinations. No medical examination is required of any employee, if adequate records show that the employee has been examined in accordance with any of paragraphs ((l)(2) through (l)(4)) of this section within the past 1 year period. A pre-employment medical examination which was required as a condition of employment by the employer, may not be used by that employer to meet the requirements of this paragraph, unless the cost of such examination is borne by the employer.

1910.1001(l)(6)

Information provided to the physician. The employer shall provide the following information to the examining physician:

1910.1001(l)(6)(i)

A copy of this standard and Appendices D and E.

1910.1001(l)(6)(ii)

A description of the affected employee's duties as they relate to the employee's exposure.

1910.1001(l)(6)(iii)

The employee's representative exposure level or anticipated exposure level.

1910.1001(l)(6)(iv)

A description of any personal protective and respiratory equipment used or to be used.

1910.1001(l)(6)(v)

Information from previous medical examinations of the affected employee that is not otherwise available to the examining physician.

1910.1001(l)(7)

Physician's written opinion.

1910.1001(l)(7)(i)

The employer shall obtain a written signed opinion from the examining physician. This written opinion shall contain the results of the medical examination and shall include:

1910.1001(l)(7)(i)(A)

The physician's opinion as to whether the employee has any detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos;

1910.1001(l)(7)(i)(B)

Any recommended limitations on the employee or upon the use of personal protective equipment such as clothing or respirators;

1910.1001(l)(7)(i)(C)

A statement that the employee has been informed by the physician of the results of the medical examination and of any medical conditions resulting from asbestos exposure that require further explanation or treatment; and

1910.1001(l)(7)(i)(D)

A statement that the employee has been informed by the physician of the increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.

1910.1001(l)(7)(ii)

The employer shall instruct the physician not to reveal in the written opinion given to the employer specific findings or diagnoses unrelated to occupational exposure to asbestos.

1910.1001(l)(7)(iii)

The employer shall provide a copy of the physician's written opinion to the affected employee within 30 days from its receipt.

1910.1001(m)

Recordkeeping. --

1910.1001(m)(1)

Exposure measurements. NOTE: The employer may utilize the services of competent organizations such as industry trade associations and employee associations to maintain the records required by this section.

1910.1001(m)(1)(i)

The employer shall keep an accurate record of all measurements taken to monitor employee exposure to asbestos as prescribed in paragraph (d) of this section.

1910.1001(m)(1)(ii)

This record shall include at least the following information:

1910.1001(m)(1)(ii)(A)

The date of measurement;

1910.1001(m)(1)(ii)(B)

The operation involving exposure to asbestos which is being monitored;

1910.1001(m)(1)(ii)(C)

Sampling and analytical methods used and evidence of their accuracy;

1910.1001(m)(1)(ii)(D)

Number, duration, and results of samples taken;

1910.1001(m)(1)(ii)(E)

Type of respiratory protective devices worn, if any; and

1910.1001(m)(1)(ii)(F)

Name, social security number and exposure of the employees whose exposure are represented.

1910.1001(m)(1)(iii)

The employer shall maintain this record for at least thirty (30) years, in accordance with 29 CFR 1910.1020.

1910.1001(m)(2)

Objective data for exempted operations.

1910.1001(m)(2)(i)
Where the processing, use, or handling of products made from or containing asbestos is exempted from other requirements of this section under paragraph (d)(2)(iii) of this section, the employer shall establish and maintain an accurate record of objective data reasonably relied upon in support of the exemption.

1910.1001(m)(2)(ii)

The record shall include at least the following:

1910.1001(m)(2)(ii)(A)
The product qualifying for exemption;

1910.1001(m)(2)(ii)(B)

The source of the objective data;

1910.1001(m)(2)(ii)(C)

The testing protocol, results of testing, and/or analysis of the material for the release of asbestos;

1910.1001(m)(2)(ii)(D)

A description of the operation exempted and how the data support the exemption; and

1910.1001(m)(2)(ii)(E)

Other data relevant to the operations, materials, processing, or employee exposures covered by the exemption.

1910.1001(m)(2)(iii)

The employer shall maintain this record for the duration of the employer's reliance upon such objective data.

1910.1001(m)(3)

Medical surveillance.

1910.1001(m)(3)(i)

The employer shall establish and maintain an accurate record for each employee subject to medical surveillance by paragraph (l)(1)(i) of this section, in accordance with 29 CFR 1910.1020.

1910.1001(m)(3)(ii)

The record shall include at least the following information:

1910.1001(m)(3)(ii)(A)

The name and social security number of the employee;

1910.1001(m)(3)(ii)(B)

Physician's written opinions;

1910.1001(m)(3)(ii)(C)

Any employee medical complaints related to exposure to asbestos; and

1910.1001(m)(3)(ii)(D)

A copy of the information provided to the physician as required by paragraph (l)(6) of this section.

1910.1001(m)(3)(iii)

The employer shall ensure that this record is maintained for the duration of employment plus thirty (30) years, in accordance with 29 CFR 1910.1020.

1910.1001(m)(4)

Training. The employer shall maintain all employee training records for one (1) year beyond the last date of employment of that employee.

1910.1001(m)(5)

Availability.

1910.1001(m)(5)(i)

The employer, upon written request, shall make all records required to be maintained by this section available to the Assistant Secretary and the Director for examination and copying.

1910.1001(m)(5)(ii)

The employer, upon request shall make any exposure records required by paragraph (m)(1) of this section available for examination and copying to affected employees, former employees, designated representatives and the Assistant Secretary, in accordance with 29 CFR 1910.1020(a) through (e) and (g) through (i).

1910.1001(m)(5)(iii)

The employer, upon request, shall make employee medical records required by paragraph (m)(3) of this section available for examination and copying to the subject employee, to anyone having the specific written consent of the subject employee, and the Assistant Secretary, in accordance with 29 CFR 1910.1020.

1910.1001(m)(6)

Transfer of records.

1910.1001(m)(6)(i)

The employer shall comply with the requirements concerning transfer of records set forth in 29 CFR 1910.1020(h).

1910.1001(m)(6)(ii)

Whenever the employer ceases to do business and there is no successor employer to receive and retain the records for the prescribed period, the employer shall notify the Director at least 90 days prior to disposal of records and, upon request, transmit them to the Director.

1910.1001(n)

Observation of monitoring --

1910.1001(n)(1)

Employee observation. The employer shall provide affected employees or their designated representatives an opportunity to observe any monitoring of employee exposure to asbestos conducted in accordance with paragraph (d) of this section.

1910.1001(n)(2)

Observation procedures. When observation of the monitoring of employee exposure to asbestos requires entry into an area where the use of protective clothing or equipment is required, the observer shall be provided with and be required to use such clothing and equipment and shall comply with all other applicable safety and health procedures.

1910.1001(o)

Appendices.

1910.1001(o)(1)

Appendices A, C, D, E, and F to this section are incorporated as part of this section and the contents of these Appendices are mandatory.

Appendix A.

This mandatory appendix specifies the procedure for analyzing air samples for asbestos and specifies quality control procedures that must be implemented by laboratories performing the analysis. The sampling and analytical methods described below represent the elements of the available monitoring methods (such as Appendix B of thier regulation, the most current version of the OSHA method ID-160, or the most current version of the NIOSH Method 7400). All employers who are required to conduct air monitoring under paragraph (d) of the standard are required to utilize analytical laboratories that use this procedure, or an equivalent method, for collecting and analyzing samples.

Sampling and Analytical Procedure

1. The sampling medium for air samples shall be mixed cellulose ester filter membranes. These shall be designated by the manufacturer as suitable for asbestos counting. See below for rejection of blanks.

2. The preferred collection device shall be the 25-mm diameter cassette with an open-faced 50-mm electrically conductive extension cowl. The 37-mm cassette may be used if necessary but only if written justification for the need to use the 37-mm filter cassette accompanies the sample results in the employee's exposure monitoring record. Do not reuse or reload cassettes for asbestos sample collection.

3. An air flow rate between 0.5 liter/min and 2.5 liters/min shall be selected for the 25-mm cassette. If the 37-mm cassette is used, an air flow rate between 1 liter/min and 2.5 liters/min shall be selected.

4. Where possible, a sufficient air volume for each air sample shall be collected to yield between 100 and 1,300 fibers per square millimeter on the membrane filter. If a filter darkens in appearance or if loose dust is seen on the filter, a second sample shall be started.

5. Ship the samples in a rigid container with sufficient packing material to prevent dislodging the collected fibers. Packing material that has a high electrostatic charge on its surface (e.g., expanded polystyrene) cannot be used because such material can cause loss of fibers to the sides of the cassette.

6. Calibrate each personal sampling pump before and after use with a representative filter cassette installed between the pump and the calibration devices.

7. Personal samples shall be taken in the "breathing zone" of the employee (i.e., attached to or near the collar or lapel near the worker's face).

8. Fiber counts shall be made by positive phase contrast using a microscope with an 8 to 10 X eyepiece and a 40 to 45 X objective for a total magnification of approximately 400 X and a numerical aperture of 0.65 to 0.75. The microscope shall also be fitted with a green or blue filter.

9. The microscope shall be fitted with a Walton-Beckett eyepiece graticule calibrated for a field diameter of 100 micrometers (+/-2 micrometers).

10. The phase-shift detection limit of the microscope shall be about 3 degrees measured using the HSE phase shift test slide as outlined below.

a. Place the test slide on the microscope stage and center it under the phase objective.

b. Bring the blocks of grooved lines into focus.

NOTE: The slide consists of seven sets of grooved lines (ca. 20 grooves to each block) in descending order of visibility from sets 1 to 7, seven being the least visible. The requirements for asbestos counting are that the microscope optics must resolve the grooved lines in set 3 completely, although they may appear somewhat faint, and that the grooved lines in sets 6 and 7 must be invisible. Sets 4 and 5 must be at least partially visible but may vary slightly in visibility between microscopes. A microscope that fails to meet these requirements has either too low or too high a resolution to be used for asbestos counting.

c. If the image deteriorates, clean and adjust the microscope optics. If the problem persists, consult the microscope manufacturer.

11. Each set of samples taken will include 10 percent blanks or a minimum of 2 field blanks. These blanks must come from the same lot as the filters used for sample collection. The field blank results shall be averaged and subtracted from the analytical results before reporting. A set consists of any sample or group of samples for which an evaluation for this standard must be made. Any samples represented by a field blank having a fiber count in excess of the detection limit of the method being used shall be rejected.

12. The samples shall be mounted by the acetone/triacetin method or a method with an equivalent index of refraction and similar clarity.

13. Observe the following counting rules.

a. Count only fibers equal to or longer than 5 micrometers. Measure the length of curved fibers along the curve.

b. In the absence of other information, count all particles as asbestos that have a length-to-width ratio (aspect ratio) of 3:1 or greater.

c. Fibers lying entirely within the boundary of the Walton-Beckett graticule field shall receive a count of 1. Fibers crossing the boundary once, having one end within the circle, shall receive the count of one half (1/2). Do not count any fiber that crosses the graticule boundary more than once. Reject and do not count any other fibers even though they may be visible outside the graticule area.

d. Count bundles of fibers as one fiber unless individual fibers can be identified by observing both ends of an individual fiber.

e. Count enough graticule fields to yield 100 fibers. Count a minimum of 20 fields; stop counting at 100 fields regardless of fiber count.

14. Blind recounts shall be conducted at the rate of 10 percent.

Quality Control Procedures

1. Intralaboratory program. Each laboratory and/or each company with more than one microscopist counting slides shall establish a statistically designed quality assurance program involving blind recounts and comparisons between microscopists to monitor the variability of counting by each microscopist and between microscopists. In a company with more than one laboratory, the program shall include all laboratories and shall also evaluate the laboratory-to-laboratory variability.

2.a. Interlaboratory program. Each laboratory analyzing asbestos samples for compliance determination shall implement an interlaboratory quality assurance program that as a minimum includes participation of at least two other independent laboratories. Each laboratory shall participate in round robin testing at least once every 6 months with at least all the other laboratories in its interlaboratory quality assurance group. Each laboratory shall submit slides typical of its own work load for use in this program. The round robin shall be designed and results analyzed using appropriate statistical methodology.

2.b. All laboratories should also participate in a national sample testing scheme such as the Proficiency Analytical Testing Program (PAT), or the Asbestos Registry sponsored by the American Industrial Hygiene Association (AIHA).

3. All individuals performing asbestos analysis must have taken the NIOSH course for sampling and evaluating airborne asbestos dust or an equivalent course.

4. When the use of different microscopes contributes to differences between counters and laboratories, the effect of the different microscope shall be evaluated and the microscope shall be replaced, as necessary.

5. Current results of these quality assurance programs shall be posted in each laboratory to keep the microscopists informed.

Appendix C.
[Reserved]

Appendix D.

This mandatory appendix contains the medical questionnaires that must be administered to all employees who are exposed to asbestos above permissible exposure limit, and who will therefore be included in their employer's medical surveillance program. Part 1 of the appendix contains the Initial Medical Questionnaire, which must be obtained for all new hires who will be covered by the medical surveillance requirements. Part 2 includes the abbreviated Periodical Medical Questionnaire, which must be administered to all employees who are provided periodic medical examinations under the medical surveillance provisions of the standard.

Part 1
INITIAL MEDICAL QUESTIONNAIRE

1. NAME _____

2. SOCIAL SECURITY NUMBER # _____

3. CLOCK NUMBER _____

4. PRESENT OCCUPATION _____

5. PLANT _____

6. ADDRESS _____

7. _____
(Zip Code)

8. TELEPHONE NUMBER _____

9. INTERVIEWER _____

10. DATE _____

11. Date of Birth _____
Month Day Year

12. Place of Birth _____

13. Sex
1. Male ___
2. Female ___

14. What is your marital status?
1. Single ___
2. Married ___
3. Widowed ___
4. Separated/ Divorced ___

15. Race
1. White ___
4. Hispanic ___

2. Black ___ 5. Indian ___

3. Asian ___ 6. Other ___

16. What is the highest grade completed in school? _____

(For example 12 years is completion of high school)

OCCUPATIONAL HISTORY

17A. Have you ever worked full time (30 hours per week or more) for 6 months or more? 1. Yes ___ 2. No ___

IF YES TO 17A:

B. Have you ever worked for a year or more in any dusty job? 1. Yes ___ 2. No ___ 3. Does Not Apply ___

Specify job/industry _____ Total Years Worked _____

Was dust exposure: 1. Mild ____ 2. Moderate ____ 3. Severe ____

C. Have you ever been exposed to gas or chemical fumes in your work? 1. Yes ___ 2. No ___

Specify job/industry _____ Total Years Worked ___

Was exposure : 1. Mild ____ 2. Moderate ____ 3. Severe ____

D. What has been your usual occupation or job -- the one you have worked at the longest?

1. Job occupation _____

2. Number of years employed in this occupation _____

3. Position/job title _____

4. Business, field or industry _____

(Record on lines the years in which you have worked in any of these industries, e.g. 1960-1969)

Have you ever worked:	YES	NO
E. In a mine?	_____	_____
F. In a quarry?	_____	_____
G. In a foundry?	_____	_____
H. In a pottery?	_____	_____
I. In a cotton, flax or hemp mill?	_____	_____
J. With asbestos?	_____	_____

18. PAST MEDICAL HISTORY

	YES	NO

A. Do you consider yourself to be in good health? _____ _____

If "NO" state reason _____

B. Have you any defect of vision? ..... _____ _____

If "YES" state nature of defect _____

C. Have you any hearing defect? ..... _____ _____

If "YES" state nature of defect _____

D. Are you suffering from or have you ever suffered from:

	YES	NO
a. Epilepsy (or fits, seizures, convulsions)?	_____	_____
b. Rheumatic fever?	_____	_____
c. Kidney disease?	_____	_____
d. Bladder disease?	_____	_____
e. Diabetes?	_____	_____
f. Jaundice?	_____	_____

19. CHEST COLDS AND CHEST ILLNESSES

19A. If you get a cold, does it "usually" go to your chest? (Usually means more than 1/2 the time)
1. Yes ___ 2. No ___ 3. Don't get colds ___

20A. During the past 3 years, have you had any chest illnesses that have kept you off work, indoors at home, or in bed?
1. Yes ___ 2. No ___

IF YES TO 20A:

B. Did you produce phlegm with any of these chest illnesses?
1. Yes ___ 2. No ___ 3. Does Not Apply ___

C. In the last 3 years, how many such illnesses with (increased) phlegm did you have which lasted a week or more?
Number of illnesses ___ No such illnesses ___

21. Did you have any lung trouble before the age of 16?
1. Yes ___ 2. No ___

22. Have you ever had any of the following?

1A. Attacks of bronchitis? 1. Yes ___ 2. No ___

IF YES TO 1A:

B. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. At what age was your first attack? Age in Years ___
Does Not Apply ___

2A. Pneumonia (include bronchopneumonia)? 1. Yes ___ 2. No ___

IF YES TO 2A:

B. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. At what age did you first have it? Age in Years ___
Does Not Apply ___

3A. Hay Fever? 1. Yes ___ 2. No ___

IF YES TO 3A:

B. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. At what age did it start? Age in Years ___
Does Not Apply ___

23A. Have you ever had chronic bronchitis? 1. Yes ___ 2. No ___

IF YES TO 23A:

B. Do you still have it? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

D. At what age did it start? Age in Years ___
Does Not Apply ___

24A. Have you ever had emphysema? 1. Yes ___ 2. No ___

IF YES TO 24A:

B. Do you still have it? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

D. At what age did it start? Age in Years ___
Does Not Apply ___

25A. Have you ever had asthma? 1. Yes ___ 2. No ___

IF YES TO 25A:

B. Do you still have it? 1. Yes ___ 2. No ___
3. Does Not Apply ___

C. Was it confirmed by a doctor? 1. Yes ___ 2. No ___
3. Does Not Apply ___

D. At what age did it start? Age in Years ___
Does Not Apply ___

E. If you no longer have it, at what age did it stop?
Age stopped ___
Does Not Apply ___

26. Have you ever had:

A. Any other chest illness? 1. Yes ___ 2. No ___

If yes, please specify _____

B. Any chest operations? 1. Yes ___ 2. No ___

If yes, please specify _____

C. Any chest injuries? 1. Yes ___ 2. No ___

If yes, please specify _____

27A. Has a doctor ever told you that you had heart trouble?
1. Yes ___ 2. No ___

IF YES TO 27A:
B. Have you ever had treatment for heart trouble in the past 10 years?
1. Yes ___ 2. No ___
3. Does Not Apply ___

28A. Has a doctor told you that you had high blood pressure?
1. Yes ___ 2. No ___

IF YES TO 28A:
B. Have you had any treatment for high blood pressure (hypertension) in the past 10 years?
1. Yes ___ 2. No ___
3. Does Not Apply ___

29. When did you last have your chest X-rayed?
(Year) ___ ___ ___ ___

30. Where did you last have your chest X-rayed (if known)?
_____

What was the outcome? _____

FAMILY HISTORY

31. Were either of your natural parents ever told by a doctor that they had a chronic lung condition such as:

	FATHER			MOTHER		
	1. Yes	2. No	3. Don't know	1. Yes	2. No	3. Don't know
A. Chronic Bronchitis?	___	___	___	___	___	___
B. Emphysema?	___	___	___	___	___	___
C. Asthma?	___	___	___	___	___	___
D. Lung cancer?	___	___	___	___	___	___
E. Other chest conditions?	___	___	___	___	___	___
F. Is parent currently alive?	___	___	___	___	___	___

G. Please Specify ___ Age if Living ___ Age if Living
___ Age at Death ___ Age at Death
___ Don't Know ___ Don't Know

H. Please specify cause of death

_____ _____

COUGH

32A. Do you usually have a cough? (Count a cough with first smoke or on first going out of doors. Exclude clearing of throat.) (If no, skip to question 32C.)

1. Yes ___ 2. No ___

B. Do you usually cough as much as 4 to 6 times a day 4 or more days out of the week?

1. Yes ___ 2. No ___

C. Do you usually cough at all on getting up or first thing in the morning?

1. Yes ___ 2. No ___

D. Do you usually cough at all during the rest of the day or at night?

1. Yes ___ 2. No ___

IF YES TO ANY OF ABOVE (32A, B, C, OR D,), ANSWER THE FOLLOWING. IF NO TO ALL, CHECK "DOES NOT APPLY" AND SKIP TO NEXT PAGE

E. Do you usually cough like this on most days for 3 consecutive months or more during the year?

1. Yes ___ 2. No ___
3. Does not apply ___

F. For how many years have you had the cough? Number of years ___
Does not apply ___

33A. Do you usually bring up phlegm from your chest? (Count phlegm with the first smoke or on first going out of doors. Exclude phlegm from the nose. Count swallowed phlegm.) (If no, skip to 33C)

1. Yes ___ 2. No ___

B. Do you usually bring up phlegm like this as much as twice a day 4 or more days out of the week?

1. Yes ___ 2. No ___

C. Do you usually bring up phlegm at all on getting up or first thing in the morning?

1. Yes ___ 2. No ___

D. Do you usually bring up phlegm at all on during the rest of the day or at night?

1. Yes ___ 2. No ___

IF YES TO ANY OF THE ABOVE (33A, B, C, OR D), ANSWER THE FOLLOWING:

IF NO TO ALL, CHECK "DOES NOT APPLY" AND SKIP TO 34A

E. Do you bring up phlegm like this on most days for 3 consecutive months or more during the year?

1. Yes ___ 2. No ___
3. Does not apply ___

F. For how many years have you had trouble with phlegm?

Number of years ___
Does not apply ___

EPISODES OF COUGH AND PHLEGM

34A. Have you had periods or episodes of (increased*) cough and phlegm lasting for 3 weeks or more each year?
*(For persons who usually have cough and/or phlegm)

1. Yes ___ 2. No ___

IF YES TO 34A

B. For how long have you had at least 1 such episode per year?

Number of years ___
Does not apply ___

WHEEZING

35A. Does your chest ever sound wheezy or whistling

1. When you have a cold? 1. Yes ___ 2. No ___

2. Occasionally apart from colds? 1. Yes ___ 2. No ___

3. Most days or nights? 1. Yes ___ 2. No ___

IF YES TO 1, 2, or 3 in 35A

B. For how many years has this been present?

Number of years ___
Does not apply ___

36A. Have you ever had an attack of wheezing that has made you feel short of breath?

1. Yes ___ 2. No ___

IF YES TO 36A

B. How old were you when you had your first such attack?

Age in years ___
Does not apply ___

C. Have you had 2 or more such episodes?

1. Yes ___ 2. No ___
3. Does not apply ___

D. Have you ever required medicine or treatment for the(se) attack(s)?

1. Yes ___ 2. No ___
3. Does not apply ___

BREATHLESSNESS

37. If disabled from walking by any condition other than heart or lung disease, please describe and proceed to question 39A.

Nature of condition(s) _____
_____

38A. Are you troubled by shortness of breath when hurrying on the level or walking up a slight hill?

1. Yes ___ 2. No ___

IF YES TO 38A

B. Do you have to walk slower than people of your age on the level because of breathlessness?

1. Yes ___ 2. No ___
3. Does not apply ___

C. Do you ever have to stop for breath when walking at your own pace on the level?

1. Yes ___ 2. No ___
3. Does not apply ___

D. Do you ever have to stop for breath after walking about 100 yards (or after a few minutes) on the level?

1. Yes ___ 2. No ___
3. Does not apply ___

E. Are you too breathless to leave the house or breathless on dressing or climbing one flight of stairs?

1. Yes ___ 2. No ___
3. Does not apply ___

TOBACCO SMOKING

39A. Have you ever smoked cigarettes? (No means less than 20 packs of cigarettes or 12 oz. of tobacco in a lifetime or less than 1 cigarette a day for 1 year.)

1. Yes ___ 2. No ___

IF YES TO 39A

B. Do you now smoke cigarettes (as of one month ago)

1. Yes ___ 2. No ___
3. Does not apply ___

C. How old were you when you first started regular cigarette smoking?

Age in years ___
Does not apply ___

D. If you have stopped smoking cigarettes completely, how old were you when you stopped?

Age stopped ___
Check if still smoking ___
Does not apply ___

E. How many cigarettes do you smoke per day now?

Cigarettes per day ___
Does not apply ___

F. On the average of the entire time you smoked, how many cigarettes did you smoke per day?

Cigarettes per day ___
Does not apply ___

G. Do or did you inhale the cigarette smoke?

1. Does not apply ___
2. Not at all ___
3. Slightly ___
4. Moderately ___
5. Deeply ___

40A. Have you ever smoked a pipe regularly?
(Yes means more than 12 oz. of tobacco in a lifetime.)
1. Yes ___ 2. No ___

IF YES TO 40A:
FOR PERSONS WHO HAVE EVER SMOKED A PIPE

B. 1. How old were you when you started to smoke a pipe regularly?
Age ___

2. If you have stopped smoking a pipe completely, how old were you when you stopped?
Age stopped ___
Check if still smoking pipe ___
Does not apply ___

C. On the average over the entire time you smoked a pipe, how much pipe tobacco did you smoke per week?
___ oz. per week
(a standard pouch of tobacco contains 1 1/2 oz.)
___ Does not apply

D. How much pipe tobacco are you smoking now?
oz. per week ___
Not currently smoking a pipe ___

E. Do you or did you inhale the pipe smoke?
1. Never smoked ___
2. Not at all ___
3. Slightly ___
4. Moderately ___
5. Deeply ___

41A. Have you ever smoked cigars regularly?
1. Yes ___ 2. No ___
(Yes means more than 1 cigar a week for a year)

IF YES TO 41A

FOR PERSONS WHO HAVE EVER SMOKED A CIGARS

B. 1. How old were you when you started smoking cigars regularly?
Age ___

2. If you have stopped smoking cigars completely, how old were you when you stopped.
Age stopped ___
Check if still smoking cigars ___
Does not apply ___

C. On the average over the entire time you smoked cigars, how many cigars did you smoke per week?
Cigars per week ___
Does not apply ___

D. How many cigars are you smoking per week now? — Cigars per week ___ ; Check if not smoking cigars currently ___

E. Do or did you inhale the cigar smoke?
1. Never smoked ___
2. Not at all ___
3. Slightly ___
4. Moderately ___
5. Deeply ___

Signature _____ Date _____

Part 2
PERIODIC MEDICAL QUESTIONNAIRE

1. NAME _____

2. SOCIAL SECURITY # ___ ___ ___ ___ ___ ___ ___ ___ ___

3. CLOCK NUMBER ___ ___ ___ ___ ___ ___ ___

4. PRESENT OCCUPATION _____

5. PLANT _____

6. ADDRESS _____

7. _____
(Zip Code)

8. TELEPHONE NUMBER _____

9. INTERVIEWER _____

10. DATE _____ ___ ___ ___ ___ ___ ___

11. What is your marital status?
1. Single ___ 4. Separated/. Divorced ___
2. Married ___
3. Widowed ___

12. OCCUPATIONAL HISTORY

12A. In the past year, did you work full time (30 hours per week or more) for 6 months or more? 1. Yes ___ 2. No ___

IF YES TO 12A:

12B. In the past year, did you work in a dusty job? 1. Yes ___ 2. No ___ 3. Does not Apply ___

12C. Was dust exposure: 1. Mild ___ 2. Moderate ___ 3. Severe ___

12D. In the past year, were you exposed to gas or chemical fumes in your work? 1. Yes ___ 2. No ___

12E. Was exposure: 1. Mild ___ 2. Moderate ___ 3. Severe ___

12F. In the past year,
what was your: 1. Job/occupation? _____
2. Position/job title? _____

13. RECENT MEDICAL HISTORY

13A. Do you consider yourself to
be in good health? Yes ___ No ___

If NO, state reason _____

13B. In the past year, have you developed:

	Yes	No
Epilepsy?	___	___
Rheumatic fever?	___	___
Kidney disease?	___	___
Bladder disease?	___	___
Diabetes?	___	___
Jaundice?	___	___
Cancer?	___	___

14. CHEST COLDS AND CHEST ILLNESSES

14A. If you get a cold, does it "usually" go to your chest?
(usually means more than 1/2 the time)
1. Yes ___ 2. No ___
3. Don't get colds ___

15A. During the past year, have you had
any chest illnesses that have kept you
off work, indoors at home, or in bed?
1. Yes ___ 2. No ___
3. Does Not Apply ___

IF YES TO 15A:

15B. Did you produce phlegm with any
of these chest illnesses?
1. Yes ___ 2. No ___
3. Does Not Apply ___

15C. In the past year, how many such
illnesses with (increased) phlegm
did you have which lasted a week
or more?
Number of illnesses ___
No such illnesses ___

16. RESPIRATORY SYSTEM

In the past year have you had:

	Yes or No	Further Comment on Positive Answers
Asthma	_____	
Bronchitis	_____	
Hay Fever	_____	
Other Allergies	_____	

	Yes or No	Further Comment on Positive Answers
Pneumonia	_____	
Tuberculosis	_____	
Chest Surgery	_____	
Other Lung Problems	_____	
Heart Disease	_____	

Do you have:

	Yes or No	Further Comment on Positive Answers
Frequent colds	_____	
Chronic cough	_____	
Shortness of breath when walking or climbing one flight or stairs	_____	

Do you:

Wheeze	_____	
Cough up phlegm	_____	
Smoke cigarettes	_____	Packs per day ____ How many years ___

Date _____ Signature _____

Appendix E.

(a) Chest roentgenograms shall be interpreted and classified in accordance with a professionally accepted Classification system and recorded on an interpretation form following the format of the CDC/NIOSH (M) 2.8 form. As a minimum, the content within the bold lines of this form (items 1 though 4) shall be included. This form is not to be submitted to NIOSH.

(b) Roentgenograms shall be interpreted and classified only by a B-reader, a board eligible/certified radiologist, or an experienced physician with known expertise in pneumoconioses.

(c) All interpreters, whenever interpreting chest roentgenograms made under this section, shall have immediately available for reference a complete set of the ILO-U/C International Classification of Radiographs for Pneumoconioses, 1980.

Appendix F.

This mandatory appendix specifies engineering controls and work practices that must be implemented by the employer during automotive brake and clutch inspection, disassembly, repair, and assembly operations.

Proper use of these engineering controls and work practices by trained employees will reduce employees' asbestos exposure below the permissible exposure level during clutch and brake inspection, disassembly, repair, and assembly operations. The employer shall institute engineering controls and work practices using either the method set forth in paragraph [A] or paragraph [B] of this appendix, or any other method which the employer can demonstrate to be equivalent in terms of reducing employee exposure to asbestos as defined and which meets the requirements described in paragraph [C] of this appendix, for those facilities in which no more than 5 pairs of brakes or 5 clutches are inspected, disassembled, reassembled and/or repaired per week, the method set forth in paragraph [D] of this appendix may be used:

[A] Negative Pressure Enclosure/HEPA Vacuum System Method

(1) The brake and clutch inspection, disassembly, repair, and assembly operations shall be enclosed to cover and contain the clutch or brake assembly and to prevent the release of asbestos fibers into the worker's breathing zone.

(2) The enclosure shall be sealed tightly and thoroughly inspected for leaks before work begins on brake and clutch inspection, disassembly, repair, and assembly.

(3) The enclosure shall be such that the worker can clearly see the operation and shall provide impermeable sleeves through which the worker can handle the brake and clutch inspection, disassembly, repair and assembly. The integrity of the sleeves and ports shall be examined before work begins.

(4) A HEPA-filtered vacuum shall be employed to maintain the enclosure under negative pressure throughout the operation. Compressed-air may be used to remove asbestos fibers or particles from the enclosure.

(5) The HEPA vacuum shall be used first to loosen the asbestos containing residue from the brake and clutch parts and then to evacuate the loosened asbestos containing material from the enclosure and capture the material in the vacuum filter.

(6) The vacuum's filter, when full, shall be first wetted with a fine mist of water, then removed and placed immediately in an impermeable container, labeled according to paragraph (j)(4) of this section and disposed of according to paragraph (k) of this section.

(7) Any spills or releases of asbestos containing waste material from inside of the enclosure or vacuum hose or vacuum filter shall be immediately cleaned up and disposed of according to paragraph (k) of this section.

[B] Low Pressure/Wet Cleaning Method

(1) A catch basin shall be placed under the brake assembly, positioned to avoid splashes and spills.

(2) The reservoir shall contain water containing an organic solvent or wetting agent. The flow of liquid shall be controlled such that the brake assembly is gently flooded to prevent the asbestos-containing brake dust from becoming airborne.

(3) The aqueous solution shall be allowed to flow between the brake drum and brake support before the drum is removed.

(4) After removing the brake drum, the wheel hub and back of the brake assembly shall be thoroughly wetted to suppress dust.

(5) The brake support plate, brake shoes and brake components used to attach the brake shoes shall be thoroughly washed before removing the old shoes.

(6) In systems using filters, the filters, when full, shall be first wetted with a fine mist of water, then removed and placed immediately in an impermeable container, labeled according to paragraph (j)(4) of this section and disposed of according to paragraph (k) of this section.

(7) Any spills of asbestos-containing aqueous solution or any asbestos-containing waste material shall be cleaned up immediately and disposed of according to paragraph (k) of this section.

(8) The use of dry brushing during low pressure/wet cleaning operations is prohibited.

[C] Equivalent Methods

An equivalent method is one which has sufficient written detail so that it can be reproduced and has been demonstrated that the exposures resulting from the equivalent method are equal to or less than the exposures which would result from the use of the method described in paragraph [A] of this appendix. For purposes of making this comparison, the employer shall assume that exposures resulting from the use of the method described in paragraph [A] of this appendix shall not exceed 0.016 f/cc, as measured by the OSHA reference method and as averaged over at least 18 personal samples.

[D] Wet Method.

(1) A spray bottle, hose nozzle, or other implement capable of delivering a fine mist of water or amended water or other delivery system capable of delivering water at low pressure, shall be used to first thoroughly wet the brake and clutch parts. Brake and clutch components shall then be wiped clean with a cloth.

(2) The cloth shall be placed in an impermeable container, labeled according to paragraph (j)(4) of the standard and then disposed of according to paragraph (k) of this section, or the cloth shall be laundered in a way to prevent the release of asbestos fibers in excess of 0.1 fiber per cubic centimeter of air.

(3) Any spills of solvent or any asbestos containing waste material shall be cleaned up immediately according to paragraph (k) of this section.

(4) The use of dry brushing during the wet method operations is prohibited.

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STATE REGULATIONS

PART 56 OF TITLE 12 OD THE OFFICIAL COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK (CITED AS 12 NYCRR PART 56)

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ASBESTOS

Part 56 of Title 12 of the Official Compilation of Codes,
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(Cited as 12 NYCRR Part 56)

As Amended
Effective March 21, 2007

State of New York
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CR 56 (4-07)

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SUBPART 56-1

GENERAL PROVISIONS

56-1.1 Title and Citation. Within and for the purposes of the Department of Labor, this Part may be known as Industrial Code Rule 56, relating to hazards to the public safety and health, during the removal, encapsulation, enclosure, repair, or the disturbance of friable and non-friable asbestos, or any handling of asbestos material that may result in the release of asbestos fiber. It may be cited as Rule 56 Asbestos as an alternative and without prejudice to its designation and citation established by the Secretary of State.

56-1.2 Purpose and Intent of Part.

(a) **Legislative Concern.** The legislature has declared that exposure to asbestos fibers, a known carcinogenic agent, creates a serious risk to the public safety and health and that the public is more frequently exposed to these risks as a result of an increasing number of rehabilitation, reconstruction and demolition projects on buildings or structures containing asbestos or asbestos materials.

(b) **Purpose and Intent.** It is the purpose and intent of this Part to reduce the risks to the public associated with exposure to asbestos and to conform to Federal requirements set forth in the Asbestos Hazard Emergency Response Act (AHERA), National Emission Standards for Hazardous Air Pollutants (NESHAP) and Occupational Safety and Health Administration (OSHA) Asbestos Standard for the Construction Industry, by requiring appropriate training and certification of persons employed in all aspects of an asbestos project, as well as those who supervise and employ them; by requiring the licensing of asbestos contractors; by setting forth standards and procedures that shall be followed when removing, enclosing, encapsulating, repairing, or disturbing friable or non-friable asbestos or handling asbestos or asbestos materials in a manner which may result in the release of asbestos fiber; by requiring notification of the Department of Labor prior to commencement of Large asbestos projects; by requiring notification of building/structure occupants; by requiring asbestos surveys; by setting forth record-keeping and reporting requirements for asbestos contractors; and by establishing an inspection and enforcement program within the Department of Labor.

56-1.3 Application. This Part shall apply throughout the State of New York to the State, any political subdivision of the State, public authorities, or any other governmental agencies or instrumentalities thereof, self-employed persons, companies, unincorporated associations, firms, partnerships or corporations, and any owners or operators thereof, which engage in an asbestos project, retain sub-contractors to engage in an asbestos project, or employ persons in the conduct of any phase of an asbestos project, including planning, design, monitoring, sampling, inspection, or actual abatement. This Part shall not apply to:

(a) owner-occupied single family dwellings, where the owner performs the work.

(b) the manufacture of asbestos or asbestos material, or to manufacturing processes involving the use of asbestos or asbestos material.

56-1.4 Multi-employer Worksites.

(a) All asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this Part, shall inform all employers on the work site about the nature of their work, as well as the PACM, ACM and asbestos material (known and assumed) at the work site. The asbestos abatement contractor shall inform all non-asbestos contractors at the work site that disturbance of PACM, ACM and asbestos material (known and assumed) is prohibited by any employer other than a licensed asbestos contractor.

(b) The asbestos abatement contractor shall notify the building/structure owner and all employers and occupants located in areas adjacent to a Phase II regulated abatement work area, of the following occurrences: all elevated air sample results, work stoppage and barrier inspection/repairs completed as required by Section 56-4.10 of this Part. This notification shall be made on the same calendar day that the asbestos abatement contractor is notified by the air monitor of elevated air sample results.

(c) All non-asbestos contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this Part, are responsible to notify the building owner or their representative, upon discovery of PACM or suspect miscellaneous ACM that has not been identified by the asbestos survey per this Part, or has not been identified by other inspections as per current OSHA or EPA requirements. The presence, location, and quantity of newly discovered material, shall be conveyed within twenty-four (24) hours of discovery to the building owner or their representative, as well as to all other employers at the work site. All activities shall cease in the area where the PACM or suspect miscellaneous ACM is found, until a licensed asbestos contractor appropriately assesses and handles the discovered materials. Disturbance of PACM, ACM and asbestos material (known and assumed) at the work site, is prohibited by any non-asbestos contractor.

(d) Prior to commencement of any demolition, renovation, remodeling or repair project, which includes work covered by this part, the building owner or their designated representative shall inform all employers reasonably expected to be at the work site during the project, about the presence, location and quantity of PACM, ACM and asbestos material (known and assumed) within the portion of their building or structure impacted by the project.

(e) All contractors performing a supervisory role on a demolition, renovation, remodeling or repair project, that includes work covered by this Part, shall

prohibit disturbance of PACM, ACM or asbestos material (known or assumed) by non-asbestos contractors at the work site under their direct supervision and control, and shall require all asbestos contractors at the work site under their direct supervision and control to be in compliance with this Part.

56-1.5 Responsibility for Cleanup of Uncontrolled Disturbance. If there is an incidental disturbance or other disturbance (not as part of a controlled asbestos project) of ACM, PACM, asbestos material, or suspect miscellaneous ACM assumed to be ACM at a building or structure, upon discovery of the disturbance, the property owner shall be responsible for contracting with a licensed asbestos contractor for immediate isolation of the disturbance and cleanup in accordance with all provisions of this Part.

56-1.6 Other Codes. All other Codes shall apply, including but not limited to, "The New York State Uniform Fire Prevention and Building Code" or its successor.

SUBPART 56-2

DEFINITIONS

56-2.1 Terms. As used in or in connection with this Part, the following terms mean:

(a) **Abatement.** Any portion of an asbestos project that includes procedures to control fiber release from asbestos containing material. This includes removal, encapsulation, enclosure, repair, or handling of asbestos material that may result in the release of asbestos fiber.

(b) **Accepted Methods/Methodologies.** Procedures, regulations, or standards, which are published by recognized standards organizations (e.g. NIOSH, ASTM, ANSI), or are included within federal, state or local governmental regulations (e.g. OSHA, USEPA).

(c) **Active Project.** A project becomes active when construction of the personal decontamination unit is required to be commenced, or when ACM, PACM or asbestos material is disturbed, whichever comes first, and is considered active until completion of Phase IID, unless, in response to a written request, permission is granted by the Department of Labor Engineering Services Unit to suspend the work on the project for a specified time period.

(d) **Additional Contractual Work**. Additional asbestos abatement work not originally included within the NYS DOL asbestos project notification.

(e) **Adequately Wet.** Sufficiently mix or penetrate a material with amended water to prevent the release of visible emissions. If visible emissions are observed coming from asbestos-containing material, then the material has not been adequately wetted.

(f) **Aggressive Air Sampling.** An accepted method of sampling in which mechanical equipment is used before and during the sampling period to stir up settled dust/asbestos fibers.

(g) **Agricultural Building/Structure.** A building/structure which is or was used exclusively for agricultural or horticultural activity. This definition does not include converted structures or buildings currently used for residential purposes or the processing or retail merchandising of agricultural or horticultural commodities.

(h) **Airlock.** A system for permitting entrance and exit, while restricting air movement, between a contaminated area and an uncontaminated area.

(i) **Air Sampling.** The process of measuring the fiber content of a known volume of air collected during a specific period of time, using accepted methodologies.

(j) **Ambient Air Sampling.** A method of sampling by which an air sample is collected outside the regulated abatement work area, and is collected without the use of aggressive air sampling techniques.

(k) **Amended Water.** Water to which a surfactant has been added.

(l) **Approved Asbestos Safety Training Program.** A program, approved by the New York State Commissioner of Health, providing training in the various disciplines that may be involved in an asbestos project.

(m) **Asbestos.** Any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.

(n) **Asbestos Abatement Contractor.** An asbestos contractor who performs abatement during an asbestos project or employs persons performing such abatement.

(o) **Asbestos Abatement Contractor Daily Project Log.** A bound daily narrative journal maintained by the asbestos abatement contractor, which contains a synopsis of all pertinent events that occur throughout Phase II of the asbestos project.

(p) **Asbestos Containing Material (ACM).** Any material containing greater than one percent (1%) of asbestos, also known as **Asbestos Material**.

(q) **Asbestos Contractor.** The State, any political subdivision of the State, a public authority or any other governmental agency or instrumentality thereof, self-employed person, company, unincorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in any portion of an asbestos project, or employs persons engaged in any portion of an asbestos project.

(1) **Exception:** Property owners or prime contractors who hire asbestos contractors, but do not, themselves, direct or control the work.

(r) **Asbestos Control Bureau.** Asbestos Control Bureau, Division of Safety and Health, New York State Department of Labor.

(s) **Asbestos Handler (Worker).** Any person who performs the duties described in Section 56.3.2(d)(1) of this Part.

(t) **Asbestos Handling Certificate.** A certificate issued by the Commissioner in any of the categories set forth in Section 56-3.2(d) of this Part.

(u) **Asbestos Handling License.** A license issued by the Commissioner pursuant to Section 56-3.1 of this Part.

(v) **Asbestos Material.** Any material containing greater than one percent (1%) of asbestos, also known as **Asbestos Containing Material (ACM)**.

(w) **Asbestos Project.** Work that involves the removal, encapsulation, enclosure, repair or disturbance of friable or non-friable asbestos, or any handling of asbestos material that may result in the release of asbestos fibers. For the purpose of compliance with this Part, an asbestos project shall include any disturbance of asbestos fibers, and the planning, asbestos survey (as per Subpart 56-5.1), design, background air sampling, inspection, air sampling and oversight of abatement work, cleanup, and the handling of all asbestos material subject to abatement, as well as the supervising of such activities. Installation of friable ACM shall also be considered an asbestos project. An asbestos project starts with Phase I when the planning, asbestos survey, and design work begins or is required to begin. The project shall not be considered completed until Phase II D is complete. (See Table 1 Below).

Table 1

ASBESTOS PROJECT PHASES OF WORK

Phase I (Prior to Asbestos Abatement Contractor Mobilization) Pre-Abatement		**Phase II** ⇦ Start----------Abatement----------End ⇨			
A	**B**	**A**	**B**	**C**	**D**
Asbestos Survey, Planning & Design	Background Air Sampling	Regulated Abatement Work Area(s) Preparation & Enclosure Construction	Asbestos Handling including,Gross Removal or Abatement, Initial Cleans and Waste Removal	Final Cleaning & Clearance Air Samples	Final Waste Removal From Site
⇦ Start----------Asbestos Project----------End ⇨					

(1) Where any work is subcontracted, only that part of the work involving asbestos shall be deemed to be an asbestos project.

(2) Asbestos projects include Large asbestos projects, Small asbestos projects, Minor asbestos projects, incidental disturbance asbestos projects and emergency projects as defined elsewhere in this Part. For purposes of licensing, certification, notification, air sampling and asbestos survey requirements, asbestos projects shall include in-plant operations.

(i) Large asbestos project. An asbestos project involving the removal, disturbance, enclosure, encapsulation, repair or handling of 160 square feet or more of ACM, PACM or asbestos material or 260 linear feet or more of ACM, PACM or asbestos material.

(ii) Small asbestos project. An asbestos project involving the removal, encapsulation, enclosure, repair, disturbance or any handling of more then 10 and less than 160 square feet of ACM, PACM or asbestos material or more than 25 and less than 260 linear feet of ACM, PACM or asbestos material.

(iii) Minor asbestos project. An asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of 10 square feet or less of ACM, PACM or asbestos material, or 25 linear feet or less of ACM, PACM or asbestos material.

(x) **Asbestos Project Air Sampling Technician.** An individual who performs the duties described in Section 56-3.2(d)(3) of this Part.

(y) **Asbestos Survey.** A thorough inspection for and identification of all PACM, suspect ACM, or asbestos material throughout the building/structure or portion thereof to be demolished, renovated, remodeled, or repaired. (See Subpart 56-5)

(z) **Asbestos Waste.** ACM, PACM, asbestos material or asbestos contaminated objects requiring disposal pursuant to applicable laws or regulations. This includes RACM as well as Category I and II Non-Friable ACM.

(aa) **Authorized Visitor.** Any party on an asbestos project, who has to enter the asbestos project restricted area or regulated abatement work area for emergency purposes or regulatory compliance inspections. Examples include the building/structure owner, his or her agent or representative, utility company representatives, the Commissioner or his or her agents, and personnel of any regulatory agency having jurisdiction over the project. Visitors shall comply with all applicable requirements of OSHA 29 CFR 1926.

(ab) **Background Air Sampling.** A method used to determine airborne fiber concentrations in the area where abatement work is to be conducted, prior to starting Phase II A of the asbestos project.

(ac) **Barriers.** Critical Barriers and Isolation Barriers.

(ad) **Building/Structure.** A structure wholly or partially enclosed within exterior walls and a roof, intended to afford shelter to persons, animals or property; or a structure used as a conveyance for utilities, vehicular traffic or pedestrians (e.g. bridge, tunnel, manhole, subsurface conduits).

(ae) **Building/Structure Owner.** The State, any political subdivision of the State, a public authority or any other governmental agency or instrumentality thereof,

person, company, unincorporated association, firm, partnership or corporation in whom legal title to the premises is vested unless the premises are held in land trust, in which instance building/structure owner means the person in whom beneficial title is vested.

(af) **Building/Structure Owner's Authorized Representative.** A licensed asbestos contractor firm contractually responsible for execution of any building owner's responsibility, as required by this Part, during any phase of an asbestos project at the building owner's building/structure.

(ag) **Bulk Sampling.** Accepted methods for collecting samples of suspect materials for appropriate analyses by NYS ELAP approved laboratories, to determine asbestos content.

(ah) **Category I Non-Friable ACM.** NESHAP classification - Asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products, containing more than one percent (1%) asbestos, that when dry, can not be crumbled, pulverized, or reduced to powder by hand pressure.

(ai) **Category II Non-Friable ACM.** NESHAP classification - Any material, excluding Category I Non-Friable ACM, containing more than one percent (1%) asbestos, that when dry, can not be crumbled, pulverized, or reduced to powder by hand pressure.

(aj) **Class I Asbestos Work.** OSHA term meaning activities involving the abatement of Thermal Systems Insulation (TSI), and surfacing ACM and PACM.

(ak) **Class II Asbestos Work.** OSHA term meaning activities involving the abatement of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

(al) **Class III Asbestos Work.** OSHA term meaning Repair and Maintenance operations, where no more than a minor quantity of ACM, including TSI and surfacing ACM and PACM, is likely to be disturbed.

(am) **Class IV Asbestos Work.** OSHA term meaning Maintenance and Custodial Activities during which employees contact but do not disturb ACM or PACM and activities to clean up non-ACM dust, waste and debris resulting from Class I, II and III activities.

(an) **Clean Room.** An uncontaminated area or room, which is a part of the personal decontamination enclosure, with provisions for storage and changing of persons' street clothes and protective equipment.

(ao) **Cleanup.** The utilization of HEPA-vacuuming or wet cleaning or both to control and eliminate accumulations of asbestos material and asbestos waste material.

(ap) **Clearance Air Sampling.** An accepted method of air sampling used upon completion of final cleaning, during Phase IIC of an asbestos project. This method consists of using aggressive air sampling techniques to dislodge and stir up remaining asbestos fibers, then air samples are collected for appropriate analysis to determine representative airborne fiber concentrations.

(aq) **Commissioner.** The Commissioner of the New York State Department of Labor.

(ar) **Containment.** The negative-pressurized enclosure within the restricted area, which establishes the regulated abatement work area and surrounds the location where the asbestos abatement is actually taking place.

(as) **Critical Barrier.** Barriers that seal off all openings to or within the defined regulated abatement work area, including but not limited to operable windows and skylights, doorways, ducts, grills, diffusers and any other penetrations to surfaces adjacent to or within the regulated abatement work area.

(at) **Curtained Doorway.** An assembly which consists of at least three (3) overlapping sheets of 6-mil fire retardant plastic over an existing or temporarily framed doorway, used to separate the chambers within the decontamination system enclosures and to inhibit airflow if the negative air ventilation system shuts down.

(au) **Decontamination System Enclosure.** A series of connected rooms, usually attached to the regulated abatement work area, for the decontamination of persons, materials and equipment.

(av) **Demolition.** The wrecking or removal of any load-supporting structural member of a building or structure.

(aw) **Department.** The New York State Department of Labor.

(ax) **Disturbance.** Any activities that disrupt the matrix of ACM or PACM, or generate debris, visible emissions or airborne asbestos fibers from ACM or PACM. This includes moving of friable asbestos containing material from one place to another.

(ay) **Emergency.** An unexpected, unanticipated or unforeseen occurrence, including but not limited to, a steam, chemical, gas or water line rupture, a boiler failure, a building/structure collapse, or act of nature which may pose:

(1) an imminent danger to the health and safety of the public; or

(2) an asbestos-related risk to the health and safety of the public from release of asbestos fibers.

(az) **Emergency Asbestos Project.** An asbestos project which is necessary to respond to an emergency.

(ba) **Encapsulant (Sealant) or Encapsulating Agent.** A liquid material, which can be applied to asbestos material and which prevents the release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together and to the substrate (penetrating encapsulant). See **Sealant**.

(bb) **Encapsulation.** Abatement consisting of the coating or spraying of asbestos material with an encapsulant (sealant) or encapsulating agent.

(bc) **Enclosure.** Abatement consisting of the construction of airtight walls, ceilings and floors between the asbestos material and the building/structure environment, or around surfaces coated with asbestos material, or any other appropriate procedure as determined by the Department, which prevents the release of asbestos fibers.

(bd) **EPA.** The United States Environmental Protection Agency.

(be) **Equipment Room.** A contained area or room which is part of the personal decontamination system enclosure with provisions for the storage of contaminated clothing and equipment.

(bf) **Fiber (Asbestos Fiber).** Generally, a slender or elongated structure, which results from the break up of ACM, PACM or asbestos material. However, the definition of an asbestos fiber is also dependent upon the approved accepted method of air sampling and analysis utilized for the specific phase of the asbestos project.

(bg) **Fixed Object.** Equipment, furniture or other item that is affixed, as a whole, to a floor, ceiling, wall or other building structure or system.

(bh) **Friable.** Any material that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure, or is capable of being released into the air by hand pressure.

(bi) **Glovebag.** A manufactured impervious bag-like enclosure constructed of at least six (6) mil transparent plastic, seamless at the bottom, with inward-projecting long sleeve glove(s), which may also contain an inward-projecting water-wand sleeve, an internal tool pouch, and an attached, labeled receptacle or portion for asbestos waste. The glovebag is constructed and installed to surround the object or area to be decontaminated and contain all asbestos fibers released during the abatement process.

(bj) **Glovebag Technique.** A method for removing asbestos material from heating, ventilating, and air conditioning (HVAC) ducts, piping runs, valves, joints and elbows, and other non-planar surfaces, by use of a glovebag.

(bk) **Glue.** A material used as an adhesive, such as the material used to hold tiles to a surface. See **Mastic**.

(bl) **HEPA-Filter.** A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of all mono-dispersed particles of 0.3 microns in diameter or larger.

(bm) **HEPA-Vacuum Equipment.** Vacuuming equipment designed for abatement, with a high efficiency particulate air filtration system.

(bn) **Holding Area.** A chamber in the waste decontamination enclosure utilized for temporary storage of containerized ACM waste, prior to transfer to waste transport vehicle.

(bo) **Incidental Disturbance.** The unintentional disturbance of, ACM, PACM, or asbestos material.

(bp) **Incidental Disturbance Asbestos Project.** The cleanup, repair or encapsulation of less than 10 square feet or less than 25 linear feet of incidentally disturbed ACM, PACM or asbestos material.

(bq) **Inspector.** Any person who performs the duties described at Section 56-3.2(d)(4) of this Part.

(br) **Intact.** Asbestos material that has not crumbled, been pulverized, or otherwise been damaged or disturbed, and the material's matrix has not noticeably deteriorated.

(bs) **Intermediate Portions of a Project**. The discrete abatement segments that will take place where non-continuous interim notifications are required, as per Section 56-3.4(b)(4)(v), for large asbestos projects

(bt) **Isolation Barriers.** Installed temporary hardwall barriers that complete the containment enclosure and establish the regulated abatement work area.

(bu) **Lockdown Encapsulant.** A thinned out bridging encapsulant used for lockdown purposes to assist with cleanup as per this Part.

(bv) **Management Planner.** Any person who performs the duties described at Section 56-3.2 (d) (9) of this Part.

(bw) **Mastic.** A pasty material used as an adhesive.

(bx) **Mounted Object**. Equipment, furniture, or other item that is attached, in whole or in part, to a floor, ceiling, wall or other building structure or system or to a fixed object.

(by) **Movable Object.** Equipment, furniture or other item that is not attached or affixed, in whole or in part, to a floor, ceiling, wall or other building structure or system or to a fixed object.

(bz) **Multi-employer Work Sites.** Any demolition, renovation, remodeling or repair project work site, which includes work covered by this part, where more than one employer is reasonably expected to be on-site during the project.

(ca) **Multiple Abatement.** The abatement of more than one type of ACM within the same containment.

(cb) **Negative Air Pressure Equipment.** A local exhaust system, capable of maintaining air pressure within a containment at a lower pressure than the air pressure outside of such containment, and which provides for HEPA filtration of all air exhausted from the containment.

(cc) **NESHAP.** National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).

(cd) **NIOSH.** The National Institute for Occupational Safety and Health.

(ce) **Non-Asbestos Material.** Any material documented to contain one percent (1%) or less of asbestos.

(cf) **Non-Friable.** Any material that when dry, can not be crumbled, pulverized, or reduced to powder by hand pressure, and is not capable of being released into the air by hand pressure.

(cg) **Non-Friable Organically Bound (NOB) Asbestos Material.** Non-friable asbestos materials embedded in flexible-to-rigid asphalt or vinyl matrices, including but not limited to flooring materials, adhesives, mastics, asphalt shingles, roofing materials and caulks.

(ch) **Occupied Area.** Any frequented portion of the work site where abatement is not taking place.

(ci) **Operations and Maintenance Worker.** Any person who performs the duties described at Section 56-3.2 (d) (5) of this Part.

(cj) **OSHA.** The Occupational Safety and Health Administration.

(ck) **Outside Air.** The air immediately outside the building or structure in which an asbestos project is performed.

(cl) **Person.** Any natural person.

(cm) **Personal Air Sampling.** Air sampling located in a worker's breathing zone.

(cn) **Personal Decontamination System Enclosure.** An area designated for controlled passage of all persons to and from the regulated abatement work area.

(co) **Personal Protective Equipment (PPE).** Disposable work suits or coveralls, head covering, eye protection, footwear, gloves and appropriate NIOSH-approved respirators with appropriate NIOSH-approved filters.

(cp) **Plasticize.** To cover floors, walls, ceilings or other surfaces with 6-mil fire-retardant plastic sheeting.

(cq) **Presumed Asbestos Containing Material (PACM).** All Thermal System Insulations and Surfacing Materials found in buildings constructed no later than 1980. PACM is considered to be ACM unless proven otherwise by appropriate bulk sampling and laboratory analyses.

(cr) **Project Air Sampling.** Area air sampling conducted in accordance with Subpart 56-4 of this Part during the course of the asbestos project.

(cs) **Project Designer.** Any person who performs the duties described at Section 56-3.2(d)(7) of this Part.

(ct) **Project Monitor.** Any person who performs the duties described at Section 56-3.2(d)(8).

(cu) **Public.** Any natural person except:

(1) A person engaged in an asbestos project;

(2) An authorized visitor;

(3) Police, fire, or other public safety personnel.

(cv) **Receptor.** Any opening, which could admit asbestos fibers into a structure if not properly protected. Examples include but are not limited to operable windows, doors, vents, air intakes or exhausts of any mechanical device within a building or structure.

(cw) **Regulated Abatement Work Area.** The portion of the restricted area where abatement work actually occurs. For tent work areas, the interior of each tent is a regulated abatement work area. For OSHA Class I and Class II asbestos abatement, the interior of the restricted area containment enclosure is the regulated abatement work area. For exterior non-friable asbestos abatement conducted without the establishment of negative air ventilation systems or containment enclosures, the entire restricted area surrounding the abatement location is considered to be the regulated abatement work area.

(cx) **Regulated Asbestos-Containing Material (RACM).** Friable ACM or PACM, Category I Non-friable ACM that has become friable or has been or will be subjected to sanding, grinding, cutting or abrading, or Category II Non-friable ACM that has a high probability of becoming or has become crumbled,

pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

(cy) **Remodel.** For purposes of this code, remodel shall mean the same as renovation.

(cz) **Remote Decontamination System Enclosure.** Decontamination systems that are not attached to the regulated abatement work area but are within the work site.

(da) **Removal.** Abatement, consisting of operations where ACM, PACM or asbestos material is removed or stripped from structures or substrates. This includes demolition operations.

(db) **Renovation.** The altering of an existing building/structure, or a portion of building/structure components or systems, including the stripping, removal or abatement of ACM from a building or structure. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

(dc) **Repair (Asbestos).** Abatement, consisting of corrective action for a Minor Asbestos Project using required work practices to control fiber release from damaged ACM, PACM or asbestos material.

(dd) **Repair.** The replacement, overhaul, rebuilding, reconstructing or reconditioning of any part of a building/structure component or system with like or similar material or parts, due to damage or excessive wear.

(de) **Respiratory Protection.** NIOSH-approved respirators with appropriate NIOSH-approved filters.

(df) **Restricted Area.** A restricted area established and marked for the abatement portion of an asbestos project. This area shall include, but not be limited to asbestos project regulated abatement work areas and any contiguous decontamination facilities, adjoining staging areas where work materials, debris or waste from such work may accumulate, remote decontamination areas, and waste storage areas (dumpsters, trailers, etc.).

(dg) **Restricted Asbestos Handler (Allied Trades).** Any person who performs the duties described at Section 56-3.2 (d) (2) of this Part.

(dh) **Satisfactory Clearance Air Sampling Results.** See Subpart 56-4.

(di) **Sealant.** An encapsulating agent. A material which can be applied to asbestos containing material which prevents the release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together and to the substrate (penetrating encapsulant).

(dj) **Sequential Abatement.** The abatement of different types of asbestos containing material within a common regulated abatement work area in a priority order. (See Section 56-8.6)

(dk) **Shower Room.** A room between the clean room and the equipment room in the personal decontamination enclosure with hot and cold running water controllable at the tap and arranged for complete showering during decontamination.

(dl) **Supervisor.** Any person who performs the duties described at Section 56-3.2 (d) (6) of this Part.

(dm) **Suspect Miscellaneous ACM.** Any suspect asbestos-containing material that is not PACM, such as floor tiles, ceiling tiles, mastics/adhesives, sealants, roofing materials, cementitous materials, etc. A listing of typical suspect miscellaneous ACM can be found in Subpart 56-5. All suspect miscellaneous ACM must be assumed to be ACM, unless proven otherwise by appropriate bulk sampling and laboratory analyses.

(dn) **Surfacing Material.** Material that is sprayed-on, troweled-on, or otherwise applied to surfaces (such as acoustical or finish plaster on ceilings and walls, and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes).

(do) **Surfactant.** A chemical wetting agent added to water to reduce the surface tension of the water and improve its penetration for added mitigation of airborne fiber release.

(dp) **Tent.** A fire retardant polyethylene enclosure that includes walls, ceiling and a floor as required to remove ACM, PACM or asbestos material.

(dq) **Thermal System Insulation**. Insulation material applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat gain or loss.

(dr) **Variance (Site-specific).** Relief in accordance with Section 30 of the Labor Law from specific sections of Industrial Code Rule 56 for a specific project.

(ds) **Variance (Applicable) (AV).** Blanket relief in accordance with Section 30 of the Labor Law from specific sections of Industrial Code Rule 56 for a particular type of project.

(dt) **Visible Emission.** Any emission of particulate material that can be seen without the aid of instruments.

(du) **Washroom.** A room between the regulated abatement work area and the holding area in the waste decontamination system enclosure, where equipment and waste containers are wet cleaned or HEPA-vacuumed.

(dv) **Waste Decontamination System Enclosure.** An area, consisting of a washroom and a holding area separated from each other by airlocks, designated for the controlled transfer of materials and equipment from the regulated abatement work area.

(dw) **Waste Staging Area.** The area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the regulated abatement work area.

(dx) **Wet Cleaning.** The process of eliminating asbestos contamination from surfaces, equipment or other objects by using cloths, mops, or other cleaning tools that have been saturated with amended water.

(dy) **Work Site.** Building, structure, parcel of land or premises where an asbestos project takes place.

SUBPART 56-3

ADMINISTRATIVE

56-3.1 Licensing Requirements and Procedures.

(a) **License Required.** No asbestos contractor shall engage in an asbestos project unless such asbestos contractor has a valid asbestos handling license issued by the Commissioner.

(b) All firms, corporations, or other business entities performing work as asbestos abatement contractors, management planners, project designers, project monitors, allied trades people, inspectors or air sampling monitors shall obtain an asbestos handling license. In addition, individuals employed by such firms, corporations or other business entities shall obtain required and approved training and asbestos certificates appropriate to the tasks performed.

(c) **Proof of License.** A copy of a valid asbestos handling license or other proof of the issuance of a valid asbestos handling license deemed suitable by the Commissioner shall be submitted by the bidder to the party soliciting bids prior to the award of any contract (public or private), all or part of which involves an asbestos project.

(1) **Exception.** If the asbestos contractor is a sub-contractor to a prime contractor, the proof of license must be submitted by the prime contractor to the party that awarded the contract, prior to retaining such sub-contractor.

(d) **Display of License.** A copy of a valid asbestos handling license for all firms, corporations, or other business entities performing work on the asbestos project shall be conspicuously displayed proximate to but outside the regulated abatement work area, during Phase IB and Phase IIA through IID of an asbestos project.

(e) **Application for License and Renewal.**

(1) Completed applications for a license or renewal of license shall be sent to the address specified in the application package, accompanied by a nonrefundable application fee in the amount set forth in Section 903 of the Labor Law. The fee shall be paid in any form, except cash, deemed acceptable by the Commissioner of Labor in the application package. All payments shall be made payable to the Commissioner of Labor. Any payments which are voided or returned to the Commissioner for any reason shall be subject to a return processing fee in the amount allowed by law and any entity submitting such payments to the Department may be subject to all other appropriate penalties set forth in statute and code,

including but not limited to the immediate suspension or revocation of any license granted on the basis of such payment.

(2) All applications for asbestos handling licenses shall be submitted in writing on forms furnished by the Commissioner. Copies of such forms may be obtained from the New York State Department of Labor, Asbestos Licensing and Certification Unit.

(3) Completion of such forms requires inclusion of any information required by the Commissioner.

(4) Each license application shall contain a verified statement by the asbestos contractor applying for the license or its duly authorized representative, that any person employed by the asbestos contractor on any asbestos project shall have a valid asbestos handling certificate as required by this Part, that the asbestos contractor shall provide such person with a copy of this Part and notify him or her of the obligation to abide by its provisions, and that the asbestos contractor shall abide by all the rules and regulations promulgated by the Commissioners of Labor and Health pursuant to Article 30 of the Labor Law. Each license application shall include the name of the certified supervisor designated as the contractor's agent, as required by section 902(1) of the Labor Law. The certified supervisor requirement shall only apply to asbestos contractor applicants that perform asbestos abatement operations. For non-abatement asbestos contractors, a notarized statement must be included with the license application that indicates their firm's activities shall not include actual asbestos abatement operations during the period for which the license is valid. Any changes or follow-up to the information contained in the asbestos contractor's license application, (including but not limited to changes in address, principals, ownership, designated supervisor(s), and insurance coverage,) shall be reported in writing to the Asbestos Licensing and Certification Unit, New York State Department of Labor, within thirty (30) calendar days of the effective date of any change.

(5) The Commissioner shall notify the license applicant in writing, no later than thirty (30) days from receipt of the license application, of the issuance or denial of the license or the need for further information from the applicant in order to process the license application. Notification of denial of a license on any grounds other than failure to complete the license application shall set forth the grounds for such denial.

(6) An applicant denied a license on any grounds other than failure to complete a license application may request a hearing before the Commissioner or his or her designee by submitting a written request for such hearing within ten (10) days of receipt of denial.

(7) An asbestos handling license shall be valid for a period of one year from date of issuance.

(8) Approximately two (2) months prior to the expiration of an asbestos handling license, the Commissioner shall contact the license holder and inform him or her of the need to renew the asbestos handling license. The Commissioner shall also furnish a renewal application to the licensee. The renewal application may request the license holder to inform the Commissioner of any changes in information previously provided to the Division of Safety and Health, Licensing and Certification Unit, and any other information deemed by the Commissioner to be relevant.

(9) The Commissioner shall notify license renewal applicants in writing of the issuance or denial of the license renewal or the need for further information from the applicant in order to process the renewal application. Notification of denial of a license renewal on any grounds other than failure to complete the renewal application shall set forth the grounds for such denial.

(10) An applicant denied renewal of a license on any grounds other than failure to complete a license renewal application may request a hearing before the Commissioner or his or her designee by submitting a written request for such hearing within ten (10) days of receipt of denial.

56-3.2 Certification Requirements and Procedures.

(a) **Certification and Training Required.** No asbestos contractor shall engage in or permit a person employed by the asbestos contractor to engage in or supervise work on an asbestos project unless each such person has a valid asbestos handling certificate issued by the Commissioner appropriate to the work performed by such person on an asbestos project as defined in this Part. Training for all types asbestos handling certificates shall meet all requirements established by the New York State Department of Health.

(b) **Employee Certification.** Any person employed by a asbestos contractor on an asbestos project shall have an appropriate asbestos handling certificate or a copy thereof in his or her possession at all times during his or her work on the project. No asbestos contractor shall compel the holder of any asbestos handling certificate to surrender the original certificate. The only exception to the requirement of certification is if the employee has proof that he or she has had the appropriate initial training within the past forty-five (45) days, and is awaiting the asbestos handling certificate. A student copy of the Asbestos Safety Training Certificate (DOH 2832) indicating successful completion of an approved asbestos safety training program is the only acceptable proof of appropriate training. The employee must also have a photo identification card issued by an authorized government entity.

(c) **Display of Certificate.** A copy of a valid asbestos handling certificate, or a current student copy of the New York State Department of Health Certificate of Asbestos Safety Training Form (DOH 2832) indicating successful completion of an approved initial asbestos safety training program within the past forty-five (45) days along with a copy of a photo identification, shall be conspicuously displayed near but outside the regulated abatement work area on an asbestos project.

(d) **Types of Certificates:** The following categories of asbestos handling certification shall be issued pursuant to this Subpart:

(1) **Asbestos Handler (Worker) Certificate.** Any person who removes, encapsulates, encloses, repairs or disturbs friable or non-friable asbestos, or who handles asbestos material in any manner which may result in the release of asbestos fiber, and whose duties are not otherwise described in paragraphs (2) through (9) of this Subdivision shall possess a valid asbestos handler (worker) certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses an asbestos handler (worker) certificate shall be responsible for the proper execution of his or her trade as it relates to an asbestos project.

(2) **Restricted Asbestos Handler Certificate (Allied Trades Certificate).** Any person performing any limited or special tasks in preparation for or ancillary to an asbestos project, such as a carpenter, electrician, plumber or similar occupation, or any other person who may potentially disturb friable or non-friable asbestos during the course of any employment (other than OSHA Class IV asbestos work), shall possess a valid restricted asbestos handler (allied trades) certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. This person shall be aware of the health hazards of asbestos and take appropriate precautions to avoid any ACM, PACM or asbestos material disturbance throughout the course of their work. Abatement of any quantity of ACM, PACM or asbestos material is not allowed by this person under any circumstance. A person who possesses a restricted asbestos handler certificate shall be responsible for the proper execution of his or her trade as it relates to an asbestos project.

(3) **Asbestos Project Air Sampling Technician Certificate.** Any person who performs project air sampling shall possess a valid asbestos project air sampling technician certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses an air sampling technician certificate shall be responsible for the proper execution of his or her duties as they relate to an asbestos project.

(4) **Inspector Certificate.** Any person who performs the limited tasks involved in the asbestos survey, identification and assessment of the condition of asbestos and asbestos material and the recording and reporting thereof, or who is involved in the collection of bulk samples of asbestos material or suspected asbestos material for laboratory analysis shall possess a valid inspector certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses an inspector certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project.

(5) **Operations and Maintenance Certificate**. Any person who performs operations, maintenance and repair activities which may disturb Minor quantities of ACM, PACM or asbestos material shall possess a valid operation and maintenance certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. Operation and maintenance certification permits the holder to perform OSHA Class III asbestos work only on Minor asbestos projects. These minor asbestos projects must be associated with repairs required in the performance of emergency or routine maintenance activity, and is not intended solely as asbestos abatement. Such work may not exceed minor quantities of ACM to be disturbed within a single glovebag or a single negative pressure tent enclosure. A person who possesses an operation and maintenance certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project.

(6) **Supervisor Certificate.** Any person who performs supervision of persons (other than authorized visitors) permitted to enter the restricted area and regulated abatement work area, shall possess a valid supervisor certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses a supervisor certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project. The supervisor is also responsible for performing the duties of the OSHA competent person for the asbestos project, consistent with current OSHA regulations.

(7) **Project Designer Certificate.** Any person who plans the scope, timing, phasing and remediation methods to be utilized on any asbestos project shall possess a valid project designer certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses a project designer

certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project.

(8) **Project Monitor Certificate.** Any person other than the asbestos abatement contractor's supervisor, who oversees the scope, timing, phasing and/or remediation methods to be utilized on and the completeness of any asbestos project shall possess a valid project monitor certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses a project monitor certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project.

(9) **Management Planner Certificate.** Any person who assesses the hazard posed by the presence of asbestos or asbestos containing material and/or who recommends appropriate response actions and a schedule for such response actions shall possess a valid management planner certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses a management planner certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project.

(e) **Proof of Course Completion.** No certificate described in Section 56-3.2(d) of this Part shall be issued without submission, by the applicant, of proof satisfactory to the Commissioner, of successful completion of an approved asbestos safety program.

(f) **Age Requirement.** Any type of asbestos handling certificate shall not be issued to any person prior to his or her eighteenth birthday.

(g) **Application for Certification and Renewal.** All applications for any type of asbestos handling certificates and renewals shall be submitted as follows:

(1) Completed applications for any type of asbestos handling certificate or renewal shall be sent to the address specified in the application package, accompanied by a nonrefundable application or renewal application fee in the amount set forth in Section 903 of the Labor Law. The fee shall be paid in any form, except cash, deemed acceptable by the Commissioner of Labor in the application package. All payments shall be made payable to the Commissioner of Labor. Any payments which are voided or returned to the Commissioner for any reason shall be subject to a return processing fee of the amount allowed by law and any entity submitting such checks to the Department may be subject to all other appropriate penalties set forth in statute and code, including but not limited to the immediate suspension or revocation of any certificate granted on the basis of such payment.

(2) All applications for any type of asbestos handling certificates shall be submitted in writing on forms furnished by the Commissioner. Copies of such forms may be obtained from the New York State Department of Labor, Division of Safety and Health, License and Certificate Unit.

(3) Completion of such forms requires inclusion of all information deemed appropriate by the Commissioner.

(4) Each application for any type of asbestos handling certificate shall contain a verified statement by the applicant that he or she shall abide by all rules and regulations promulgated by either the Commissioner of Labor or Health pursuant to Article 30 of the Labor Law.

(5) The Commissioner shall notify asbestos handling certificate applicants in writing, no later than thirty (30) days from the receipt of the asbestos handling certificate application, of the issuance or denial of the asbestos handling certificate or of the need for further information from the applicant in order to process the asbestos handling certificate application. Notification of denial of an asbestos handling certificate on any grounds other than failure to complete the asbestos handling certificate application shall set forth the grounds for such denial.

(6) An applicant denied any type of asbestos handling certificate on any grounds other than failure to complete an asbestos handling certificate application, may request a hearing before the Commissioner or his or her designee by submitting a written request for such hearing within ten (10) days of receipt of denial.

(7) All types of asbestos handling certificates shall be valid for a period of up to one (1) year from date of issuance. The expiration date shall be the last day of birth month of the individual applying.

(8) Approximately two (2) months prior to the expiration of any type of asbestos handling certificate, the Commissioner shall contact the asbestos handling certificate holder and inform him or her of the need to renew the asbestos handling certificate. The Commissioner shall also furnish a renewal application to the asbestos handling certificate holder. The renewal application may request the asbestos handling certificate holder to inform the Commissioner of any changes in information previously provided to the Division of Safety and Health's License and Certification Unit and any other information deemed by the Commissioner to be relevant.

(9) The Commissioner shall notify an asbestos handling certificate renewal applicant in writing of the issuance or denial of the asbestos handling certificate renewal or of the need for further information from the applicant in order to process the renewal application. Notification of denial of an

asbestos handling certificate renewal on any grounds other than failure to complete the renewal application shall set forth the grounds for such denial.

(10) An applicant denied renewal of any type of asbestos handling certificate on any grounds, other than failure to complete an asbestos handling certificate renewal application, may request a hearing before the Commissioner or his or her designee by submitting a written request for such hearing within ten (10) days of receipt of denial.

56-3.3 Replacement of Licenses and Certificates.

(a) In the event that any type of asbestos handling certificate or an asbestos handling license is lost or stolen, the certificate or license holder to whom the certificate or license had been issued may apply to the Commissioner for the issuance of a replacement asbestos handling license or appropriate type of asbestos handling certificate. Such application shall be made in writing and shall include a notarized statement from the individual indicating that the original asbestos handling license or asbestos handling certificate has been lost and verifying that the individual applying for such replacement asbestos handling license or asbestos handling certificate understands that the submittal of false statements in connection with the request for a replacement shall subject him or her to penalties and other remedies under the law.

(b) All applications for replacement asbestos handling licenses or any type of asbestos handling certificate shall be addressed to the License and Certification Unit, New York State Department of Labor accompanied by a nonrefundable fee. The fee shall be equal to that assessed for an initial asbestos handling certificate or asbestos handling license. The fee shall be paid in any form, except cash, deemed acceptable by the Commissioner of Labor in the application package. All payments shall be made payable to the Commissioner of Labor. Any payments which are voided or returned to the Commissioner for any reason shall be subject to a return processing fee of the amount allowed by law and any entity submitting such checks to the Department may be subject to all appropriate penalties set forth in statute and code, including but not limited to the immediate suspension or revocation of any replacement asbestos handling license or asbestos handling certificate granted on the basis of such payment.

56-3.4 Notice and Record-keeping Requirements.

(a) **Record-keeping**

(1) **Detail.** Every asbestos contractor shall maintain for at least thirty (30) years, a record of each asbestos project in which the asbestos contractor engages. Such record shall include the following information:

Exception. Non-abatement asbestos contractors shall maintain for at least thirty (30) years, a record of the following applicable project

information for each asbestos project, if it relates to their portion of the asbestos project:

(i) The name, address, social security number and asbestos certificate number of the person who supervised the asbestos project;

(ii) The location and description of the asbestos project;

(iii) The amount of asbestos or asbestos material that was removed, enclosed, encapsulated, repaired, disturbed or handled;

(iv) The commencement and completion date of the asbestos project;

(v) The name, asbestos handling license number, and address of the air sampling asbestos contractor that was used on the project;

(vi) The name, address and current NYS ELAP registration number, of the laboratory that was used for air sample analysis on the project;

(vii) The name, asbestos handling license number, and address of the project monitoring asbestos contractor that was used on the project;

(viii) The name and address of the deposit or waste disposal site or sites where the asbestos waste material was deposited or disposed;

(ix) The name and address of any sites that were used for the interim storage of asbestos or asbestos waste materials prior to final deposit or disposal;

(x) The name and address of any transporters that were used to transport asbestos or asbestos material;

(xi) The name, address, social security number and asbestos license or certificate number of all persons who were engaged on that portion of the asbestos project for which the asbestos contractor has responsibility;

(xii) A copy of the asbestos abatement supervisor's daily project log;

(xiii) Any other information that the Commissioner may require, on a form and according to instructions provided by the Commissioner.

(2) **Project Record.**

(i) At all sites where there is an active project, a project record shall be required. The project record shall be available on-site with the

building/structure owner or his designated representative, and shall include the following:

(a) Copies of licenses of all entities involved with the project;

(b) Copies of all supervisors and handler certificates;

(c) Copies of notifications and amendments;

(d) Copies of all variances, amendments and re-openings being used for the project;

(e) A copy of the air sample log if the air sampling technician is on site. If the air sampling technician is not on site, a copy of the air sample log shall be supplied within 24 hours of the request to produce a copy there of;

(f) A copy of all air sampling results, including method of analysis, by date for the entire asbestos project, organized by regulated abatement work area;

(g) A copy of the project monitor's daily logs during abatement (if a project monitor is used on the project);

(h) The supervisor's daily log with entry/exit logs organized by date;

(i) All bulk sample data including all asbestos inspections and surveys completed for affected portions of the building, structure and work site;

(ii) This record shall be kept on site at all times with the building/structure owner or his designated representative, and produced upon verbal request of the Commissioner or his or her duly authorized representative.

(3) **Surrender of Records**. Within ten (10) working days of the expiration, revocation, or non-renewal of an asbestos contractor's asbestos handling license, or upon the receipt of the written request of the Commissioner, or his or her duly authorized representative, any records kept pursuant to this Part shall be delivered to the Asbestos Control Bureau.

(4) Copies of any records kept pursuant to this Part shall be surrendered to the Commissioner or his or her duly authorized representative upon written request.

(b) **Notification.**

(1) **When Required.** Any asbestos abatement contractor who proposes to engage in a Large asbestos project shall notify or cause to be notified, in writing, the Asbestos Control Bureau. Such notice must be received at least ten (10) calendar days prior to commencement of Phase II A (See Section 56-2.1) of the asbestos project unless waived in writing by the Commissioner or his or her duly authorized representative. If an asbestos hazard is present which requires immediate attention, or if emergency conditions make it impossible to give notification ten (10) calendar days prior to commencement of the project, notification in accordance with Section 56-3.5 of this Part shall be given. All project notifications shall be accompanied by a nonrefundable fee. The fee shall be paid in any form, except cash, deemed acceptable by the Commissioner of Labor in the notification package. All payments shall be made payable to the Commissioner of Labor in the amounts set forth in the Labor Law. Any payments which are voided or returned to the Commissioner for any reason shall be subject to a return processing fee in an amount allowed by law and any entity submitting such checks to the Department may be subject to all other appropriate penalties set forth in statute and code, including but not limited to enjoining of the asbestos project.

(2) **Content.** The notification to the Asbestos Control Bureau shall be made on a form or forms provided by the Commissioner and shall include, but not be limited to, the following:

(i) The name, address and asbestos license number of the asbestos abatement contractor and all sub-contractors retained for the asbestos project;

(ii) The name and address of the party for whom the asbestos project is being performed, as well as the contract amount;

(iii) The address and description of the building/structure or area, including size, age, use and prior use of the building/structure or area;

(iv) The name and phone number of the building/structure or area owner representative or site contact individual.

(v) The amount of ACM, PACM or asbestos material present in square feet and/or linear feet, if applicable. Piping, fittings and associated insulation (excluding breeching and large [2 foot or greater] diameter piping/fittings/associated insulation) are to be measured in linear feet;

(vi) Room designation numbers or other local information where ACM, PACM or asbestos material is found, unless such material is found throughout the entire building or structure;

(vii) The commencement and completion dates for the asbestos project, Phase II A through D, and the commencement and completion dates of any intermediate portions of the project. Night, weekend and shift work schedules shall be included;

(viii) The procedures and equipment, including ventilating/exhaust systems, that shall be employed;

(ix) A listing of all variances (applicable and site-specific) to be utilized on the asbestos project;

(x) The name and asbestos license number of the air sampling asbestos contractor for the asbestos project;

(xi) The name and NYS ELAP registration number of the laboratory which shall perform analysis of project air samples for the project;

(xii) The name, address, phone number and NYS DEC permit number of the waste transporter;

(xiii) The name, address and phone number of the landfill where the asbestos waste will be transported;

(xiv) Any other information which the Commissioner may require.

(3) A separate notification must be submitted for each period of up to twelve (12) months during which work shall be performed. Amendments of existing notifications are permitted. No additional fee is required unless the size of the project increases from that originally submitted on the initial notification, then a fee would be required for the additional material only.

(4) Postponement, Cancellation or Changes to Completion Dates of Projects.

(i) Whenever the commencement date of a project for which notification has already been submitted is postponed, or if a project for which a notification has been submitted is cancelled, or if a project completion date is changed, the asbestos abatement contractor shall notify the Asbestos Control Bureau of the postponement or cancellation or change of completion date by telephone or written notice. This notice shall be received at least one (1) calendar day prior to the initial start or completion date set forth on the previously submitted notification. In addition, written notification for new start dates on projects postponed for one (1) week or longer must be received at least three (3) calendar days prior to the new start date.

(ii) Notice of postponement or cancellation given by telephone shall be followed by written confirmation of the postponement or cancellation, which shall be provided to the Asbestos Control Bureau within three (3) business days of the telephone notice.

(iii) Where time periods set forth herein allow, the notice requirements of subparagraphs (i) and (ii) of this paragraph may be satisfied by the submittal of a single amended notification form.

(iv) Within a non-continuous notification for a Large asbestos project, intermediate portions of a project shall require notice to the Asbestos Control Bureau by telephone at least ten (10) calendar days prior to commencement of the intermediate portion of the project, followed by written notification with the commencement and completion dates of any intermediate portions of the project. The written notification shall be provided to the Asbestos Control Bureau within three (3) business days of the telephone notice.

(5) **Cumulative Project Notification.** If a single asbestos project involves several locations in a building/structure or area, each of which does not involve the amounts of ACM, PACM or asbestos material specified in Section 56-3.4(b) of this Part, but which in total equal or exceed this amount, written notification shall be required.

(i) Each building or structure shall be considered a separate project for the purpose of meeting all notification requirements set forth in the statute and this Part. A separate project notification form and fee must be submitted for each building/structure. Where one contract is entered into for several component projects, notification shall be required. Similarly, separate bids for component projects shall not void the notification requirement.

(6) **Additional Contractual Work.** Additional contractual work (See Section 56-2.1) is subject to a new or amended notification and associated fees. No additional waiting period to commence this work shall be required.

56-3.5 Emergency Asbestos Project Notification.

(a) **Initial Notification.** Prior to the commencement of an asbestos project that is necessary to respond to an emergency, or to cleanup an incidental disturbance, the asbestos abatement contractor shall contact the Asbestos Control Bureau via telephone or in person to request permission to proceed with the asbestos project. The individual giving such notification may be asked to provide some or all of the information required of an individual giving full written notification of an asbestos project.

(b) **Emergency Approval.** The Program Manager, Asbestos Control Bureau, or other duly authorized representative of the Commissioner, upon ascertaining all

pertinent facts relating to the request, shall be empowered to either approve or deny the request for permission to proceed with an emergency or incidental disturbance asbestos project without the filing of prior notification. Unless permission to proceed with the asbestos project, using approved variance conditions, is granted pursuant to Section 56-11.2 (Emergency Projects), all work shall be performed in accordance with all applicable provisions of this Part.

(c) **Follow-Up Notification.** If permission to proceed with an emergency asbestos project is granted, the asbestos abatement contractor to whom such permission is granted, shall, within three (3) business days, file the written notification required by Section 56-3.4(b) of this Part with the Asbestos Control Bureau.

56-3.6 Notification of Residential and Business Occupants.

(a) **Ten (10) Day Notice.**

(1) The property owner and asbestos abatement contractor are responsible for ensuring that notice is provided to residential and business occupants. This notice may be provided by the property owner or by the asbestos abatement contractor or subcontractor engaged in the Phase II abatement portion of a project. The property owner, asbestos abatement contractor or subcontractor shall post or otherwise provide for a written notice to residential and business occupants of the building/structure, including visitors to the building/structure, ten (10) calendar days prior to the commencement of Phase II A work on any asbestos project within the building/structure. For projects being conducted in school buildings, the faculty, staff and students attending such school and visitors to the school shall be considered to be business occupants and shall receive notice as required in this Part.

(2) **Notice - Detail.** The written notice shall be given to those business and residential occupants of a building/structure, or portion thereof, who are located on the floor or floors where the actual project is to be conducted, and one floor above and one floor below the floor or floors containing the project. In addition, such written notice shall also be given to those occupants of adjacent building/structures who have direct horizontal access to these floors. Posted notice shall be provided at all direct means of access to the floor, such as but not limited to stairways, ramps, emergency ingress or egress, elevators, escalators, ladders, hallways, corridors and trapdoors.

(b) **Three (3) Day Notice (Small and Minor Size Asbestos Projects Only).** If the Phase II A abatement work is scheduled to begin less than ten (10) calendar days after the execution of the contract, the property owner and asbestos abatement contractor shall post or otherwise provide written notice of any asbestos project to residential and business occupants in the building/structure

where work shall be performed at least three (3) calendar days prior to commencement of work.

(c) **Other Notice.** If an emergency makes it impossible to provide the notice required by Subdivision (a) or (b) of this Section, the property owner and asbestos abatement contractor shall post or otherwise provide for written notice to residential and business occupants of the building/structure, as soon as practicable after identification of the project, in the manner set forth in Section 56-3.5.

(d) **Duration of Posting.** Posted notices shall remain in place until completion of the project.

(e) **Content.** Each notice shall include the following information:

(1) The building/structure address and room location(s) or area designation of the asbestos project;

(2) The amounts and types of ACM, PACM or asbestos material, in square feet and/or linear feet, that is being handled, removed, enclosed, encapsulated, repaired or disturbed. Piping, fittings and associated insulation (excluding breeching and large [2 foot or greater] diameter piping/fittings/associated insulation) are to be measured in linear feet;

(3) The commencement and completion dates of the asbestos project, including any intermediate portions of the project;

(4) The name and asbestos handling license number of the asbestos abatement contractor performing the project; and

(5) The name and address of the air monitor asbestos contractor and laboratory for the project.

(f) **Noninterference.** No person shall interfere with the obligations of the property owner and asbestos abatement contractor under this Section.

SUBPART 56-4

GENERAL PROJECT AIR SAMPLING AND LABORATORY ANALYSIS REQUIREMENTS

56-4.1 Qualifications of Air Sampling Personnel. The project air sampling shall be conducted by an asbestos project air sampling technician who has been trained in the selected methodology of air sampling and who possesses an asbestos project air sampling technician certificate issued by the Department.

56-4.2 Laboratory Certification. The laboratory used for air sample or bulk sample analysis shall be one approved by the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP) for the selected asbestos analysis methodology.

56-4.3 Independent Third Party Sampling and Analysis. A third party air sampling firm asbestos contractor, who must be contracted by the property owner or owner's agent, and is completely independent of all asbestos abatement contractors involved with the asbestos project, shall conduct all project air sampling and analysis as required by this Part.

(a) **Exception.** If the property owner is the asbestos abatement contractor for the asbestos project, the owner shall contract with an independent air sampling firm asbestos contractor for the necessary project air sampling and analysis on the asbestos project.

56-4.4 Asbestos Contractors Allowed to Perform Project Air Sampling on an Asbestos Project. Air sampling procedures shall not be performed by any asbestos contractor involved with the asbestos project, except as follows:

(a) The non-abatement asbestos contractor firm that performed the building/structure asbestos survey, or is acting as the project monitor or project designer on the asbestos project, may perform project air sampling and analysis, provided that the individual or firm performing the building/structure asbestos survey or acting as project monitor or project designer, will not perform any asbestos abatement work on the project and has not retained or been retained by the asbestos abatement contractor for work on the asbestos project, unless the asbestos abatement contractor is also the property owner.

56-4.5 Air Sample Log. A project air sample log shall be created by the firm performing the project air sampling, and it shall contain the following information for all area air samples collected on the asbestos project:

(a) Name of the firm and the certified air sampling technician performing the project air sampling, per workshift or day, for all area air samples collected.

(b) Dates of project air sample collection, per workshift or day, of area air samples, with appropriate reference to the regulated abatement work area to which the air samples apply.

(c) Sample locations sketch, identifying all project air sample locations, per workshift or day, of area air samples. If identical locations are utilized for each workshift or day, of area samples collected throughout a sub-phase of the asbestos project (IIA, IIB or IIC), only one sketch is required for all workshift or day of area samples collected for that specific sub-phase of the asbestos project.

(d) The identifying information for each area air sample collected.

(e) Sampling time (24-hour clock) and duration for each area air sample collected.

(f) Flow rate primary or secondary calibration device identification number, method of flow rate primary or secondary device calibration and date of last calibration, per workshift or day of area air samples.

(g) Flow rate of sampling pumps with pre and post calibration listed for each area air sample collected.

(h) Chain of custody for each workshift or day of area air samples.

56-4.6 Test Methods. The same NIOSH approved methodology for project air sampling and for analysis of the air samples shall be used at all phases of an asbestos project that require area air sampling and analysis, with the possible exception of clearance air sampling. Phase Contrast Microscopy (PCM) shall be the minimum acceptable method of analysis. In lieu of PCM clearance air sampling and analysis, the building/structure owner may elect to utilize TEM air sampling and analysis to meet clearance air sampling requirements. If Transmission Electron Microscopy (TEM) is the selected method of analysis, the clearance criteria and sampling protocols of the Asbestos Hazard Emergency Response Act (AHERA) shall be used. If PCM air sample analysis results exceed the satisfactory clearance air criteria under this Part, then TEM analysis of the entire set of clearance air samples may be used, provided that a standard NIOSH/ELAP accepted laboratory analysis method is used that shall report each air sample result in fibers per cubic centimeter, for appropriate correlation to the original unsatisfactory PCM clearance air sample results and the established background levels, and provided that a report is submitted to the Commissioner for the entire set of clearance air sample PCM and TEM laboratory analyses.

56-4.7 Air Sampling Equipment.

(a) **Sampling Equipment.** Area air sampling shall be performed using GFCI protected pumps with associated tubing, supports and airflow measuring, metering or recording devices.

(b) **Duration, Flow Rate and Calibration.** Area air samples, except for background and clearance air samples, shall be collected and air samplers run for each entire

work shift. Area air samples must be collected with a minimum flow rate capacity of two (2) liters per minute and a maximum flow rate consistent with the applicable accepted air sampling and analysis methodology. The flow rate for each air sample shall be pre-calibrated and post-calibrated at the beginning and end of each air sample collection. The calibrations shall be recorded. Primary and secondary calibration devices shall be calibrated as per NYS DOH ELAP requirements. The air sampling technician shall be on-site to observe and maintain air sampling equipment for the duration of air sample collection.

(c) **Placement of Air Sampling Equipment.** Air sampling equipment shall be in place and operational as follows:

(1) **Placement of Regulated Abatement Work Area Indoor Air Sampling Equipment.** Air sampling equipment shall not be placed in corners of rooms or near obstructions. Samplers shall be placed randomly around the regulated abatement work area. If the regulated abatement work area contains a number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the required number of samples, a representative number of rooms shall be selected, but in no case shall fewer samples be collected than the required number of samples based upon floor area. (See Table 2)

(2) **Placement of Outdoor Air Sampling Equipment.** Outdoor air sampling equipment shall be placed four (4) to six (6) feet above grade level and at least ten (10) feet away from obstructions that may influence wind patterns. If access to electricity and security concerns dictates a rooftop site, locations within ten (10) feet of vents or other structures on the roof shall be avoided.

(3) **Samplers Outside of the Regulated Abatement Work Area.** Air sampling equipment shall be placed outside the regulated abatement work area within ten (10) feet of the critical barriers, decontamination enclosure entrances/exits and negative air ducts and exhausts, as applicable. (See Table 2)

56-4.8 Area Air Sample Analysis and Results – General Requirements.

(a) **Turnaround Time.** For project air samples collected during the asbestos project, the period of time permitted between completion of air sample collection and receipt of results on the job site shall be equal to or less than 48 hours.

(b) **Microscope Detail.** The methodology chosen for sampling, analysis, and the microscope type, make, and model number shall be included in the results.

(c) **Sample Records.** All project air samples shall have a chain of custody.

56-4.9 Number and Location of Samples Required. The amount of ACM, PACM or asbestos material to be abated within the regulated abatement work area determines the asbestos project air sampling requirements for that specific regulated abatement work area.

(a) **Phase I B Background Pre-Abatement Air Samples.** Required for Large and Small asbestos projects. (See Table 2 and Subpart 56-6)

(b) **Phase II A Regulated Abatement Work Area Preparation Air Samples.** Required for Large asbestos projects with OSHA Class I or OSHA Class II friable ACM subject to handling/abatement. (See Table 2 and Subpart 56-7)

(c) **Phase II B Asbestos Handling Air Samples.** Required for Large asbestos projects. (See Table 2 and Subpart 56-8)

(d) **Phase II C Final Cleaning & Clearance Air Samples.** Required for Large, Small and some Minor asbestos projects. (See Table 2 and Subpart 56-9)

56-4.10 Work Stoppage Criteria During Phase II A through II C. If air samples collected outside the regulated abatement work area indicate airborne fiber concentrations at or above 0.01 fibers per cubic centimeter, or the established background level, whichever is greater, work shall stop immediately for inspection and repair of barriers and negative air ventilation systems as necessary. Clean up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet-cleaning methods shall be performed prior to resumption of preparation, abatement or cleaning activities. A summary of clean up activities and the results of barrier inspections including any necessary repairs, shall be documented in the supervisor's daily project log. Work methods shall be altered accordingly to reduce fiber concentrations to acceptable levels.

(a) **Submission of Elevated Air Sample Results Collected During Phase II A through II C.** The air sampling asbestos contractor shall submit to the Commissioner, all PCM air sample results for air samples collected during Phase II A through II C along with background results, if they are greater than or equal to 0.01 fibers per cubic centimeter or the established background level, whichever is greater. Upon receipt of elevated air sample results, the air sample results shall be submitted immediately, within the same business day, to the Commissioner in care of the appropriate district office of the Asbestos Control Bureau, where the project takes place.

56-4.11 Phase II C Satisfactory Clearance Air Sample Results Criteria.

(a) **PCM Clearance Criteria.** The PCM clearance air sample results shall be considered satisfactory when every clearance air sample demonstrates an airborne concentration of fibers of less than 0.01 fibers per cubic centimeter, or the established background level(s), whichever is greater.

(b) **TEM Clearance Criteria.** If TEM is the selected method of clearance air sampling and analysis, the clearance criteria and sampling protocols of AHERA shall be used. If PCM air sample analysis results exceed the satisfactory clearance air criteria under this Part, then TEM analysis of the entire set of clearance air samples may be used, provided that a standard accepted laboratory analysis method is used that shall report each air sample result in fibers per cubic centimeter, for appropriate correlation to the original unsatisfactory PCM clearance air sample results and the established background level(s). When AHERA TEM air sampling protocols are not used (i.e. TEM analyses of failed PCM air samples), PCM clearance criteria apply

(c) **Submission of Satisfactory Clearance Air Sample Results.** The air sampling asbestos contractor shall submit to the Commissioner, all satisfactory PCM clearance air sample results along with background results, if they are greater than or equal to 0.01 fibers per cubic centimeter. The air sampling asbestos contractor shall also submit to the Commissioner, all sets of satisfactory TEM analyses of previously unsatisfactory PCM clearance air sample results, along with the unsatisfactory PCM results. These air sample results shall be submitted, within two (2) business days of receipt of satisfactory clearance air results, to the Commissioner in care of the appropriate district office of the Asbestos Control Bureau, where the project takes place.

56-4.12 Unsatisfactory Clearance Air Sample Results. If the regulated abatement work area clearance air sampling results are unacceptable, the following requirements apply:

(a) If the results of the inside work area group of air samples are unsatisfactory, recleaning of regulated abatement work area surfaces using wet methods, followed by another drying time period and then collection and analysis of an additional full set (both inside and outside work area samples) of clearance air samples is required (See Section 56-9.2).

(b) If only the results of the outside work area group of air samples is unsatisfactory, clean-up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet-cleaning methods shall be performed prior to collection and analysis of an additional group of outside work area clearance air samples as required by Section 56-9.2.

(c) This recleaning/clean-up and sampling process shall be repeated until satisfactory clearance air sampling results have been achieved for all asbestos project non-exempt regulated abatement work areas throughout the entire work site.

Table 2
ASBESTOS PROJECT AIR SAMPLING REQUIREMENTS

Air Sampling Requirements by Asbestos Project & Regulated Abatement Work Area Size	Phase I B Background Air Sampling	Phase II A Work Area Preparation Air Sampling	Phase II B Asbestos Handling Air Sampling	Phase II C Final Cleaning & Clearance Air Sampling
LARGE ASBESTOS PROJECT OR LARGE SIZE REGULATED ABATEMENT WORK AREA	Required	Required(5)	Required	Required(6)
Minimum Samples Required (1)	5 Inside Regulated Abatement Work Area & 5 Outside Regulated Abatement Work Area in Building/Structure (2)	1 per decontamination entrance/exit 1 per negative air exhaust or per bank of 5 exhausts 2 at critical barriers 1 outside the building/structure		5 Inside Regulated Abatement Work Area (7) & 5 Outside Regulated Abatement Work Area in Building/Structure (2)
SMALL ASBESTOS PROJECT OR SMALL SIZE REGULATED ABATEMENT WORK AREA	Required	Not Required		Required(6)
Minimum Samples Required (1)	3 Inside Regulated Abatement Work Area & 3 Outside Regulated Abatement Work Area in Building/Structure (2)	0		3 Inside Regulated Abatement Work Area & 3 Outside Regulated Abatement Work Area in Building/Structure (2)
MINOR ASBESTOS PROJECT OR MINOR SIZE REGULATED ABATEMENT WORK AREA	Not Required	Not Required		Required(3, 4)
Minimum Samples Required (1)	0	0		1 Inside Regulated Abatement Work Area & 1 Outside Regulated Abatement Work Area

Notes:

(1) For sample location and total number required, see Subparts 56-6 through 56-9.
(2) 1 sample outside the building/structure if entire building/structure is regulated abatement work area.
(3) Required on glove bag failure or loss of integrity, or tent failure or loss of integrity.
(4) Required for an Incidental Disturbance Project or if minor size regulated abatement work area is part of small or large asbestos project.
(5) Required for all OSHA Class I and Class II Friable ACM asbestos projects.
(6) During IIC final cleaning stage, air sampling as per Phase IIB is required.
(7) One additional inside sample shall be required for every 5,000 sq. ft. above 25,000 sq. ft. of floor space within the regulated abatement work area.

SUBPART 56-5
PHASE IA: ASBESTOS SURVEY PLANNING AND DESIGN

56-5.1 Asbestos Survey Requirements for Building/Structure Demolition, Renovation, Remodeling and Repair

(a) **Asbestos Survey Required.** An owner or an owner's agent, except the owner of one and two-family dwellings who contracts for, but does not direct or control the work, shall cause to be conducted, an asbestos survey completed by a licensed asbestos contractor using inspectors certified in compliance with Section 56-3.2(d), to determine whether or not the building or structure, or portion(s) thereof to be demolished, renovated, remodeled, or have repair work, contains ACM, PACM or asbestos material. This asbestos survey shall be completed and submitted as indicated in Subdivision (g) of this Section, prior to commencing work. All such asbestos surveys shall be conducted in conformance with the requirements of Subdivision (e) of this Section.

(b) **Exemptions To Asbestos Survey Requirements**: The asbestos survey required by this Subdivision (a) of this Section shall not be required for the following classes of buildings or structures:

(1) an agricultural building;

(2) buildings or structures for which original construction commenced on or after January 1, 1974;

(3) A structure certified in writing to be structurally unsound by a licensed Professional Engineer, Registered Architect, Building Inspector, Fire Inspector or other official of competent jurisdiction. (See Section 56-11.5)

(c) **Building/Structure Demolition**. If a building/structure asbestos survey is not required or performed per Subdivision (b) of this Section, and the building/structure is certified to be unsound or slated for contracted demolition, the building/structure shall be assumed to contain asbestos, and shall be demolished per this Part, unless the building/structure is adequately certified to be free of asbestos containing material. Acceptable documentation for certification shall be a previous thorough building/structure asbestos survey, abatement records or other documentation acceptable to the Commissioner or his or her representative.

(d) **Responsibility To Comply.** No exemption to the requirement to conduct an asbestos survey shall exempt any person, asbestos contractor, property owner or business entity from the inspection or asbestos survey requirements of EPA, OSHA, and any other applicable section of this Part.

(e) **Building/Structure Asbestos Survey Requirements.** The asbestos survey shall include a thorough inspection for and identification of all PACM, suspect miscellaneous ACM, or asbestos material throughout the building/structure or portion thereof to be demolished, renovated, remodeled, or to have repair work. The required inspection shall be performed by a certified asbestos inspector, and, at a minimum, shall include identification of PACM, suspect miscellaneous ACM or asbestos material by all of the following methods:

(1) The review of building/structure plans and records, if available, for references to asbestos, ACM, PACM, suspect miscellaneous ACM or asbestos material used in construction, renovation or repair; and

(2) A visual inspection for PACM and suspect miscellaneous ACM throughout the building/structure or portion thereof to be demolished, renovated, remodeled, or repaired. For the purpose of this Part, all PACM and suspect miscellaneous ACM visually assessed shall be treated and handled as ACM and shall be assumed to be ACM, unless bulk sampling is conducted as per this Section, standard EPA and OSHA accepted methods, including multi-layered systems sampling protocols; the subsequent analyses are performed by a laboratory that meets the requirements of Section 56-4.2 of this Part; and the analyses satisfies both ELAP and federal requirements, including multi-layered sample analyses, to document non-asbestos containing material.

(f) **Building/Structure Asbestos Survey Information.**

(1) The asbestos survey shall, at a minimum, identify and assess with due diligence, the locations, quantities, friability and conditions of all types of installations at the affected portion of the building/structure relative to the ACM, suspect miscellaneous ACM, PACM or asbestos material contained therein. The following list is not inclusive of all types of ACMs, it only summarizes typical ACMs. The certified asbestos inspector is responsible for identification and assessment of all types ACM, PACM, suspect miscellaneous ACM and asbestos material within the affected portion of the building/structure:

(i) PACM

(a) **Surfacing Treatments:**

(1) Fireproofing;

(2) Acoustical Plaster;

(3) Finish Plasters; and

(4) Skim Coats of Joint Compound.

(b) **Thermal System Insulation:**

(1) Equipment Insulation;

(2) Boiler, Breeching, Duct, or Tank Insulation, Cement or Mortar Used for Boilers and Refractory Brick;

(3) Piping and Fitting Insulations including but not limited to, Wrapped Paper, Aircell, Millboard, Rope, Cork, Preformed Plaster, Job Molded Plaster and coverings over fibrous glass insulation.

(ii) SUSPECT MISCELLANEOUS ACM

(a) **Roofing and Siding Miscellaneous Materials:**

(1) Insulation Board;

(2) Vapor Barriers;

(3) Coatings;

(4) Non-Metallic or Non-Wood Roof Decking;

(5) Felts;

(6) Cementitious Board (Transite);

(7) Flashing;

(8) Shingles; and

(9) Galbestos.

(b) **Other Miscellaneous Materials:**

(1) Dust and Debris;

(2) Floor Tile;

(3) Cove Base;

(4) Floor Leveler Compound;

(5) Ceiling Tile;

(6) Vermiculite Insulation;

(7) Gaskets, Seals, Sealants (including for condensate control);

(8) Vibration Isolators;

(9) Laboratory Tables and Hoods;

(10) Chalkboards;

(11) Pipe Penetration Packing or Other Firestopping Materials;

(12) Cementitious Pipe (Transite);

(13) Cementitious Board (Transite);

(14) Electrical Wire Insulation;

(15) Fire Curtains;

(16) Fire Blankets;

(17) Fire Doors;

(18) Brakes and Clutches;

(19) Mastics, Adhesives and Glues;

(20) Caulks;

(21) Sheet Flooring (Linoleum);

(22) Wallpaper;

(23) Drywall;

(24) Plasterboard;

(25) Spackling/Joint Compound;

(26) Textured Paint;

(27) Grout;

(28) Glazing Compound;

(29) Terrazzo; and

(30) Boiler Rope.

(2) All ACM, PACM, suspect miscellaneous ACM, or asbestos material reported under Paragraph (1) of this Subdivision shall include the location of the materials, an estimate of the quantities, types, friability and condition of the identified materials to be treated and handled as ACM. For the purpose of this Part, all PACM and suspect miscellaneous ACM visually assessed shall be treated and handled as ACM and shall be assumed to be ACM, unless bulk sampling is conducted as per this Section, standard EPA and OSHA accepted methods, including multi-layered systems sampling protocols; the subsequent analyses are performed by a laboratory that meets the requirements of Section 56-4.2 of this Part; and the analyses satisfies both ELAP and federal requirements, including multi-layered sample analyses, to document non-asbestos containing material.

(3) The building/structure asbestos survey shall also include the building/structure name, address, the building/structure owner's name and address, the name and address of the owner's agent, the name of the firm performing the asbestos survey and a copy of the firm's current asbestos handling license, the names of the certified inspector(s) performing the survey and a copy of the current asbestos handling certificate for each inspector utilized, the dates of the asbestos survey, a listing of homogeneous areas identifying which ones are ACM, all laboratory analyses reports for bulk samples collected, and copies of the appropriate certifications for the laboratory used for analysis of samples taken during the asbestos survey.

(g) **Transmittal of Building/Structure Asbestos Survey Information.** One (1) copy of the results of the building/structure asbestos survey shall be immediately transmitted by the building/structure owner as follows:

(1) One (1) copy of the completed asbestos survey shall be sent by the owner or their agent to the local government entity charged with issuing a permit for such demolition, renovation, remodeling or repair work under applicable State or local laws.

(2) The completed asbestos survey for controlled demolition (as per Subpart 56-11.5) or pre-demolition asbestos projects shall also be submitted to the appropriate Asbestos Control Bureau district office.

(3) The completed asbestos survey shall be kept on the construction site with the asbestos notification and variance, if required, throughout the duration of the asbestos project and any associated demolition, renovation, remodeling or repair project.

(h) **Removal Required.** If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be

ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part. For multi-phased work, the access restriction for uncertified trades or personnel applies to each intermediate portion of the entire project. Upon completion of the intermediate portion of the asbestos project, other trades or personnel may access that portion of the work site. For demolition projects that are exempt from asbestos survey requirements due to being structurally unsound, the demolition is considered an asbestos project and shall proceed as per Section 56-11.5.

(1) All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this Part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM assumed to be ACM at the work site.

(i) **Bidding.** Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part.

(j) **Unidentified and Unassessed Asbestos.** When any construction activity, such as demolition**,** remodeling, renovation or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified by the asbestos survey per this Part, or has not been identified by other inspections as per current OSHA or EPA requirements, all activities shall cease in the area where the PACM or suspect miscellaneous ACM is found and the Asbestos Control Bureau shall be notified by telephone by the building/structure owner or their representative, followed with a written notice in accordance with the notification requirements of this Part. Unassessed PACM or suspect miscellaneous ACM shall be treated and handled as ACM and assumed to be ACM, unless proven otherwise by standard EPA and OSHA accepted methods, including multi-layered systems sampling protocols; subsequent analyses performed by a laboratory that meets the requirements of Section 56-4.2 of this Part; and the analyses satisfies both NYS ELAP and federal requirements, including multi-layered sample analyses, to document non-asbestos containing material.

SUBPART 56-6
PHASE IB: BACKGROUND AIR SAMPLING

56-6.1 General Requirements. See Subpart 56-4

56-6.2 Number and Location of Background Air Samples.

(a) **Phase I B Background Sampling - Large Asbestos Project.** Prior to asbestos abatement contractor mobilization and starting Phase II A, a minimum of five (5) samples shall be taken inside the intended regulated abatement work area, and a minimum of five (5) samples shall be taken outside of the intended regulated abatement work area within the building or structure in uncontaminated areas that are within ten (10) feet of the anticipated locations of isolation or critical barriers. If the entire building/structure is the intended regulated abatement work area, the five (5) air samples outside the regulated abatement work area shall be eliminated, and a minimum of one (1) background ambient air sample shall be taken outside of the building or structure, as close as possible to the area where abatement work is to be conducted. (See Table 2 in Subpart 56-4)

(b) **Phase I B Background Sampling - Small Asbestos Project.** Prior to asbestos abatement contractor mobilization and starting Phase II A, a minimum of three (3) samples shall be taken inside the intended regulated abatement work area and three (3) samples shall be taken outside of the intended regulated abatement work area within the building or structure in uncontaminated areas that are within ten (10) feet of the anticipated locations of isolation or critical barriers. If the entire building/structure is the intended regulated abatement work area, the three (3) air samples outside the regulated abatement work area shall be eliminated, and a minimum of one (1) background ambient air sample shall be taken outside of the building or structure, as close as possible to the area where abatement work is to be conducted. (See Table 2 in Subpart 56-4)

(c) **Phase I B Background Sampling – Minor Asbestos Project.** Not Required.

56-6.3 Establishment of Background Level. The most elevated air sample result per group of inside work area or outside work area background air samples comprise the established background level(s) for that intended regulated abatement work area.

SUBPART 56-7
PHASE II A : WORK AREA PREPARATION

56-7.1 Air Sampling Requirements.

(a) **Personal Air Sampling.** Air sampling shall be performed in the worker's breathing zone, by the asbestos contractor for his personnel, as required by current OSHA regulations.

(b) **Daily Air Sampling.** Project air sampling shall be conducted daily for the full workshift, for all Large size projects with OSHA Class I or OSHA Class II friable ACM subject to handling/abatement. (See Table 2 within Subpart 56-4) If more than one daily workshift is required to accomplish the work, air sampling shall be performed on each workshift. Air sampling is not required on days when there are no Phase II A activities.

(c) **Number And Location Of Samples – Large Asbestos Projects.** A minimum of five (5) samples shall be taken on a daily basis. The location of samples to be taken are as follows:

(1) A minimum of two (2) samples shall be taken outside the regulated abatement work area, within ten (10) feet of the isolation or critical barriers. When positive pressurized HVAC ducts are located within the regulated abatement work area, one of these samples shall be collected within ten (10) feet of an HVAC diffuser, at the downstream side of the positive pressurized HVAC ducts, in adjoining non-work areas. Where the entire building/structure is the regulated abatement work area, an additional exterior ambient air sample, remote from that in Paragraph (3) of this Subdivision below shall be taken.

(2) A minimum of one (1) sample shall be taken outside the regulated abatement work area, within ten (10) feet of and within proximity to each entrance or exit from the regulated abatement work area.

(3) One (1) ambient air sample shall be taken outside the building or structure within twenty-five (25) feet of the building or structure.

(4) Once the negative air systems have been established, one (1) sample shall be taken in front of and within ten (10) feet of each unobstructed, negative pressure ventilation equipment exhaust or bank (grouping of not more than five (5) exhaust ports at one termination area) of exhausts but not within a duct itself.

(5) Once the negative air systems have been established, where negative ventilation unit exhaust ducts run through the non-work area portions of a building or structure to access the exterior, one (1) sample shall be

collected in the building or structure, within ten (10) feet of the duct system.

(6) If remote decontamination units are used, one (1) sample shall be collected at each entrance/exit from each personal decontamination and waste decontamination enclosure.

(d) **Work Stoppage Criteria During Phase II A Abatement Procedures.** If air samples collected outside the regulated abatement work area, indicate airborne fiber concentrations at or above 0.01 fibers per cubic centimeter, or the established background level, whichever is greater, work shall stop immediately for inspection and repair of barriers and negative air ventilation systems as necessary. Clean up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet-cleaning methods shall be performed prior to resumption of work area preparation activities. A summary of clean up activities and the results of barrier inspections including any necessary repairs, shall be documented in the supervisor's daily project log. Work methods shall be altered accordingly to reduce fiber concentrations to acceptable levels. No ACM, PACM or asbestos material shall be disturbed during Phase IIA activities.

56-7.2 Materials and Equipment.

(a) **Storage of Materials.** Asbestos Project non-ACM preparatory and waste transfer materials (i.e. plastic sheeting, duct tape, clean waste containers, etc.) shall be stored to prevent damage or contamination. Replacement materials shall be stored outside all project regulated abatement work areas, staging areas and waste transfer/storage areas until Phase II C is completed.

(b) **Damaged or Deteriorating Materials.** Damaged or deteriorating non-ACM materials shall not be used and shall be removed from the premises.

(c) **Fireproofing or Insulation Replacement.** When ACM, PACM or asbestos material that has been used for fireproofing or insulation (thermal, chemical, electrical, acoustical, etc.) has been removed as part of an asbestos project, and the building is not scheduled for demolition or replacement of the affected building system, fireproofing or insulation at least equivalent to that removed, shall be installed and maintained by the building/structure owner in conformance with all applicable codes.

(d) **Adhesive Materials.** Duct tape and spray adhesive shall be capable of sealing joints of adjacent sheets of plastic, facilitating attachment of plastic sheets to finished or unfinished surfaces of dissimilar materials and adhering under both dry and wet conditions.

(e) **Caulks.** Non-ACM products shall be used to seal openings and penetrations during regulated abatement work area preparation and installation of critical barriers.

(f) **Containers.** Watertight lockable containers shall be provided to receive and retain any asbestos containing or contaminated material for storage until disposal. The containers shall be marked with danger labels.

(g) **Enclosure Project Material.** Materials for enclosure projects shall be impact resistant and installed to be airtight.

(h) **Fire-Retardant Expandable Foam.** Non-ACM products with a flashpoint above 140 degrees Fahrenheit, shall be used to seal openings and penetrations during regulated abatement work area preparation and installation of critical barriers.

(i) **Ladders or Scaffolds.** Where ladders or scaffolds are used on a project to allow all work surfaces to be easily and safely reached for removal and cleaning, care shall be taken to prevent breaching of the containment areas. Scaffold joints and ladder openings shall be sealed with duct tape to prevent incursion of asbestos. Scaffolds, ladders and their use shall comply with OSHA 29 CFR 1926 and other applicable codes.

(j) **Ladders and Scaffolds for Visitors.** During Phase II of the asbestos project, the asbestos abatement contractor shall make available, to authorized visitors, ladders or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached. Scaffolds, ladders and their use shall comply with OSHA 29 CFR 1926 and other applicable codes.

(k) **Plastic Bags**. Plastic bags used for waste storage or disposal shall be at least six (6) mil in thickness and be marked with danger labels.

(l) **Plastic Sheeting.** Fire-retardant plastic sheeting of at least six (6) mil thickness in sizes and shapes to minimize the number of joints shall be used.

(m) **Repair Materials.** Non-ACM materials shall be used. Repair materials shall be compatible with existing materials and substrates. Insulation and other repair materials shall also comply with all applicable building, energy and fire codes and shall be installed in accordance with these codes and manufacturer's recommendations.

(n) **Surfactants.** Any surfactant used shall be non-carcinogenic and non-toxic in its liquid form.

(o) **Ventilation for Power Tools.** Power tools used to drill, cut, or otherwise disturb asbestos material in regulated abatement work areas, shall be manufacturer equipped with HEPA-filtered local exhaust ventilation.

56-7.3 Asbestos Abatement Contractor Daily Project Log. The asbestos abatement contractor shall maintain a daily project log of all pertinent events that occur throughout Phase II of the asbestos project. This project log shall be updated daily throughout Phase II by the on-site supervisor, and shall be kept on-site for the duration of Phase II of the asbestos project. This log shall be made available upon verbal request of the Commissioner or his or her duly authorized representative. The following list summarizes the various sections of this Part that require entries into the daily project log by the asbestos abatement contractor supervisor:

(a) **Sections 7.1(d), 8.1(b)(2), 9.2(b)(2) – Work Stoppage Due to High Air Results.** High air result(s) shall be noted along with the time of the work cessation, results of barrier and negative air system inspection, and a summary of any necessary repairs and the required cleaning.

(b) **Section 7.8(a)(4) – Manometer Readings.** To be documented twice per workshift.

(c) **Section 7.8(a)(10) – Negative Air System.** Daily (even days without workshifts) inspection results and any necessary repairs to be documented.

(d) **Section 7.9(a)(3) – HVAC System Positive Pressurization.** Daily (even days without workshifts) inspection and any necessary repairs to be documented.

(e) **Section 8.2(d) – Inspection of Barriers.** Daily (even days without workshifts) inspection results and any necessary repairs to be documented. Inspections shall be twice per workshift on days with scheduled work.

(f) **Section 8.2(f) – Testing of Barriers and Enclosures.** Daily testing as per Section 8.2(f) and any resulting necessary repairs to be documented.

(g) **Section 8.2(h) – Daily Cleaning of Enclosures.** Cleaning to be documented daily at the end of the workshift.

(h) **Section 8.6(b)(2)(iv) – Intermediate Completions.** Results of each visual inspection and time of each intermediate completion shall be documented by the supervisor in the daily project log.

(i) **Section 9.1(d) – Visual Inspection by Project Monitor Prior to Clearance Air Sampling.** To be documented in daily log by project monitor, along with supervisor.

(j) **Section 9.2(e) – Visual Inspection by Project Monitor for Regulated Abatement Work Areas Exempt from Clearance Air Sampling.** To be documented in daily project log by project monitor, along with supervisor.

(k) **Sections 9.3(c), 10.4, 11.2(f), 11.3(e), 11.4(d), 11.5(c), 11.6(e), 11.7(d), 11.8(d) – Final Inspection.** To be documented by supervisor at completion of asbestos project and/or work area.

56-7.4 Establishing Each Regulated Abatement Work Area.

(a) **Vacating of Regulated Abatement Work Area.** The regulated abatement work area shall be vacated by the occupants and non-certified personnel, prior to work area preparation, and shall remain vacated until satisfactory clearance air-sampling results have been achieved or the asbestos project is complete.

(b) **Restricted Entry.** Entry to the regulated abatement work area shall be restricted to the asbestos contractors involved with the asbestos project, employees of the asbestos contractors, authorized visitors, and other public safety personnel. Police and fire officials may enter the work site and not be subject to this Part only on an emergency basis.

(c) **Signs.** Asbestos warning signs, required as per current OSHA regulations shall be posted to restrict access to the regulated abatement work area at all locations and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. During Phase II A - D activities, signs shall be posted at locations such that persons may take the necessary protective measures to avoid potential exposure.

56-7.5 Personal and Waste Decontamination System Enclosures

(a) **Installation.** Personal decontamination system enclosures shall be constructed and functional prior to commencing the remainder of the Phase IIA regulated abatement work area preparation activities. Waste decontamination system enclosures shall be constructed and functional at the completion of Phase IIA preparation activities. After installation of the personal decontamination system enclosure, all access to the regulated abatement work area shall be via the installed personal decontamination system enclosure.

(b) **Personal Decontamination System Enclosure - Large Project.**

(1) **Enclosure – General.** A personal decontamination system enclosure shall be provided outside the regulated abatement work area and attached to all locations where personnel shall enter or exit the regulated abatement work area. One personal decontamination enclosure system for each regulated abatement work area shall be required. This system may utilize adequate existing lighting sources separate from the decontamination system enclosure, or shall be supplied with a GFCI protected temporary lighting system. The personal decontamination system enclosure shall be sized to accommodate the number of workers and equipment required for the intended purpose. Such system may consist of existing attached rooms outside of the regulated abatement work area, if the layout is appropriate, that can be plasticized and are accessible from the regulated abatement work area. When this situation does not exist, personal decontamination enclosure systems may be constructed of metal, wood or plastic supports covered with fire-retardant plastic sheeting. A minimum of one (1) layer of six (6) mil fire-retardant plastic sheeting shall be installed on the ceiling, and walls of the enclosure system. At least two (2) layers of six (6) mil fire-retardant reinforced plastic sheeting shall be used for flooring protection of this area. This system must be kept clean, sanitary and climate controlled at all times in conformance with all federal, state and local government requirements. This system shall remain on-site, operational and be used until completion of Phase II C of the asbestos project.

(2) **Rooms and Configuration.** The personal decontamination system enclosure shall consist of a clean room, a shower room and an equipment room connected in series but separated from each other by airlocks. There shall be a curtained doorway separation between the equipment room and the regulated abatement work area, and there shall be a lockable door to the outside. (See Figure 1 within this Section) Minimum dimensions for each airlock, shower room and equipment room shall be three (3) feet wide by six (6) feet in height, to allow for adequate access to and from the regulated abatement work area.

(3) **Curtained Doorway.** An assembly which consists of at least three (3) overlapping sheets of six (6) mil fire retardant plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and

left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to insure that the sheets hang straight and maintain a seal over the doorway when not in use.

(4) **Framing.** Enclosures systems accessible to the public shall be fully framed, hard-wall sheathed and utilize a lockable door for safety and security.

(5) **Sheathing.** A plywood or oriented strand board (OSB) sheathing material of at least 3/8-inch thickness.

(6) **Plastic Sheeting.** Enclosure systems constructed at the work site shall use at least one (1) layer of six (6) mil fire-retardant plastic sheeting on walls and ceiling. At least two (2) layers of six (6) mil fire-retardant reinforced plastic sheeting shall be used for floor protection of this area.

(7) **Prefabricated or Trailer Units.** A completely watertight fiberglass or marine painted prefabricated unit does not require plasticizing. Rooms shall be configured as per paragraph (2) of this Section. All prefabricated or trailer decontamination units shall be kept in good condition, and shall be completely decontaminated after final cleaning and immediately prior to clearance air sampling. Upon receiving satisfactory clearance air results, the prefabricated units shall be sealed then separated from the regulated abatement work area and removed from the site.

(8) **Clean Room.** The clean room shall be sized to accommodate a full workshift of asbestos abatement contractor personnel, as well as the air sampling technician and the project monitor. The clean room shall be a minimum of six (6) feet in height. A minimum of thirty-two (32) square feet of floor space shall be provided for every six (6) full shift abatement workers, calculated on the basis of the largest work shift. If the largest work shift consists of three (3) or less full shift abatement workers, the minimum clean room size requirement is reduced to twenty-four (24) square feet of floor space. Benches, lockers and hooks shall be provided for street clothes. Shelves for storing respirators shall be provided. Clean clothing, replacement filters for respirators, towels and other necessary items shall be provided. The clean room shall not be used for storage of tools, equipment or materials. It shall not be used for office space. A lockable door shall be provided to permit access to the clean room from outside the regulated abatement work area or enclosure and shall be used to secure the regulated abatement work area and decontamination enclosure during non-work hours.

(9) **Shower Room.** The shower room shall contain one (1) shower per every six (6) full shift abatement workers, calculated on the basis of the largest work shift. Multiple showers shall be simultaneously accessible (installed in parallel) to certified personnel. Each showerhead shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. Uncontaminated soap,

shampoo and towels shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 5.0-micron particle size collection capability. Submersible pumps shall be installed, maintained and utilized in accordance with pertinent OSHA regulations and manufacturer's recommendations. A multi-stage filtering system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtering system by larger particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos-contaminated waste.

(10) **Equipment Room.** The equipment room shall be used for the storage of decontaminated equipment and tools. A one (1) day supply of replacement filters for HEPA-vacuums and negative pressure ventilation equipment in sealed containers, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement project may also be stored here. A container lined with a labeled, at least six (6) mil plastic bag for collection of clothing shall be located in this room. Contaminated footwear and work clothes shall be stored in this area.

(11) **Airlocks.** Airlock construction shall consist of two (2) curtained doorways with three (3) alternating six (6) mil fire retardant polyethylene curtains per doorway, separated by a distance of at least three (3) feet, such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the next doorway. Minimum airlock size shall be three (3) feet wide, by three (3) feet long, by six (6) feet in height.

(c) **Personal Decontamination System Enclosure - Small Project.**

(1) **Enclosure Requirements.** A personal decontamination system enclosure for a Small asbestos project shall consist of, at a minimum, an equipment room, a shower room and a clean room separated from each other and from the regulated abatement work area and other areas by curtained doorways as defined in Section 56-2.1. All other provisions for personal decontamination system for a Large asbestos project shall apply. Equipment storage, personal gross decontamination and removal of clothing shall occur in the equipment room just prior to entering the shower. (See Figure 4 in this Section) The full personal decontamination system enclosure specified for Large asbestos projects is recommended.

(d) **Remote Personal Decontamination System Enclosure.** If a personal decontamination system cannot be attached to the regulated abatement work area, due to available space restrictions or other building and fire code restrictions, a remote personal decontamination system enclosure may be used for limited Special Projects as per subpart 56-11, negative pressure tent enclosure work areas with glovebag only abatement, or if non-friable ACM is being removed in a manner which will not render the ACM friable. **If it is found**

during Phase IIB, that the non-friable ACM or asbestos material will become friable during the removal process, and it is logistically possible to attach the decontamination system enclosure, abatement work must stop immediately while the remote personal decontamination system is relocated to be attached and contiguous to the regulated abatement work area. The following requirements apply for all remote personal decontamination systems:

(1) **Protective Clothing.** Workers shall don two (2) sets of disposable protective clothing and a supply of protective clothing shall be kept in the airlocks attached to the regulated abatement work area.

(2) **Location.** The remote personal decontamination system shall be constructed as close to the regulated abatement work area as physically possible. If the remote personal decontamination system must be located at the exterior of the building/structure due to space or code restrictions, it shall be constructed within fifty (50) feet of the building/structure exit used for access by the asbestos abatement contractor personnel. The decontamination unit shall be cordoned off at a distance of twenty-five (25) feet to separate it from public areas.

(3) **Airlocks.** At a minimum, two (2) extra airlocks as defined in Section 56-2.1 shall be constructed as per Section 56-7.5(b)(11). One shall be constructed at the entrance to the equipment room or equipment/washroom. The other extra airlock shall be constructed at the entrance to the containment or regulated abatement work area(s). These airlocks shall have lockable doorways at the entrance to the airlock from uncontaminated areas. These airlocks shall be cordoned off at a distance of twenty-five (25) feet and appropriately signed in accordance with Section 56-7.4(c). Airlocks shall not be used as a waste decontamination area and shall be kept clean and free of asbestos containing material.

(4) **Designated Pathway.** The walkway from the regulated abatement work area to the personal decontamination system or next regulated abatement work area shall be cordoned off and signage installed as per Section 56-7.4(c), to delineate it from public areas while in use during Phase IIA through IID.

(5) **Travel Through Uncontaminated Areas.** If at any time a worker must travel through an uncontaminated area to access the personal decontamination area, the worker shall HEPA-vacuum and/or wet wipe his/her outer protective clothing while in the regulated abatement work area, then proceed into the airlock, which serves as a changing area, where he/she shall remove the outer clothing and don a clean set of protective clothing. The worker may then proceed to the personal decontamination system enclosure only along a designated pathway as described above. Travel in any other area shall not be allowed.

(6) **Removal.** The remote personal decontamination unit shall be removed only after satisfactory clearance air sampling results have been achieved.

(e) **Waste Decontamination System Enclosure - Large and Small Asbestos Projects.**

(1) **Enclosure – General.** A waste decontamination system enclosure shall be provided outside the regulated abatement work area and shall be attached to the regulated abatement work area. One (1) waste decontamination enclosure for each regulated abatement work area shall be required. This system may utilize adequate existing lighting sources separate from the decontamination system enclosure, or shall be supplied with a GFCI protected temporary lighting system. The waste decontamination system enclosure shall be sized to accommodate the number of workers and equipment for the intended purpose. Such system may consist of existing attached rooms outside of the regulated abatement work area, if the layout is appropriate, that can be plasticized and are accessible from the regulated abatement work area. When this situation does not exist, enclosure systems may be constructed of metal, wood or plastic supports covered with fire-retardant plastic sheeting. A minimum of one (1) layer of six (6) mil fire-retardant plastic sheeting shall be installed on the ceiling, and walls of the enclosure system. At least two (2) layers of six (6) mil fire-retardant reinforced plastic sheeting shall be used for flooring protection of this area. This system must be kept clean, sanitary and climate controlled at all times in conformance to all federal, state and local government requirements. This system shall remain and be used until completion of Phase II C of the asbestos project.

(2) **Rooms and Configuration.** A waste decontamination system enclosure shall consist of a washroom and a holding area connected in series but separated from each other by an airlock. There shall be a lockable door to the outside, and there shall be a curtained doorway between the washroom and the regulated abatement work area. (See Figure 2 in this Section)

(3) **Curtained Doorway.** An assembly which consists of at least three (3) overlapping sheets of six (6) mil fire retardant plastic over an existing or temporarily framed doorway. One (1) sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to insure that the sheets hang straight and maintain a seal over the doorway when not in use.

(4) **Washroom.** A room/chamber between the regulated abatement work area and the holding area in the waste decontamination system enclosure, where equipment and waste containers are wet cleaned or HEPA-vacuumed. Adequate drainage and bag/container wash water shall be provided within the room/chamber, as well as a sufficient quantity of clean waste bags/containers.

(5) **Equipment/Washroom Alternative.** Where there is only one (1) exit from the regulated abatement work area, the holding area of the waste decontamination system enclosure may branch off from the equipment room of the personal decontamination system enclosure. The equipment room will also be used as a waste washroom. (See Figure 3 in this Section)

(6) **Plastic Sheeting.** Waste decontamination system enclosures constructed at the work site shall use at least one (1) layer of six (6) mil fire-retardant plastic sheeting on walls and ceiling. At least two (2) layers of six (6) mil fire-retardant reinforced plastic sheeting shall be used for flooring protection of these areas.

(7) **Enclosure Security.** The waste decontamination system enclosure and regulated abatement work area airlock(s) (when remote decontamination systems are used) shall be constructed with lockable doors to prevent unauthorized entry. Enclosures systems located within twenty-five (25) feet of an area of public access shall be fully framed and hard-wall sheathed for safety.

(8) **Drains.** The waste washroom shall be equipped with a wash bin of sufficient size to perform waste container washing operations and shall have a submersible pump installed to collect waste water and deliver it to the shower wastewater filtration system where it shall be filtered in accordance with paragraph (b)(9) of this Section.

(9) **Shower/Washroom Alternative - Small Asbestos Project.** For Small asbestos projects with only one (1) exit from the regulated abatement work area, the shower room may be used as a waste washroom. The clean room shall not be used for waste storage, but shall be used for waste transfer to carts, which shall be immediately removed from the enclosure. Waste shall be transferred only during times when the showers are not in use. (See Figure 4 in this Section)

(f) **Waste Decontamination System Enclosure – When Remote Personal Is Allowed.** When a remote personal decontamination system enclosure is allowed and utilized for a regulated abatement work area, the following requirements shall apply:

(1) **Minor Size Regulated Abatement Work Area.** No specific waste decontamination system enclosure is required for minor size regulated abatement work areas. The waste generated shall be immediately bagged/containerized within the regulated abatement work area.

(2) **Small & Large Size Regulated Abatement Work Areas.**

(i) **Washroom.** An additional chamber shall be constructed within the regulated abatement work area, attached to the existing airlock used to access the work area. The washroom/airlock combination shall be utilized as the contiguous waste decontamination enclosure for waste bagging/containerization and waste transfer

activities. The washroom shall be constructed and supplied with equipment/materials consistent with waste decontamination system enclosure washroom requirements for contiguous personal and waste decontamination system enclosures.

(ii) **Removal.** The washroom chamber shall be removed only after satisfactory clearance air sampling results have been achieved.

Figure 1
PERSONAL DECONTAMINATION SYSTEM ENCLOSURE
LARGE ASBESTOS PROJECT (OPTIONAL FOR SMALL ASBESTOS PROJECT)

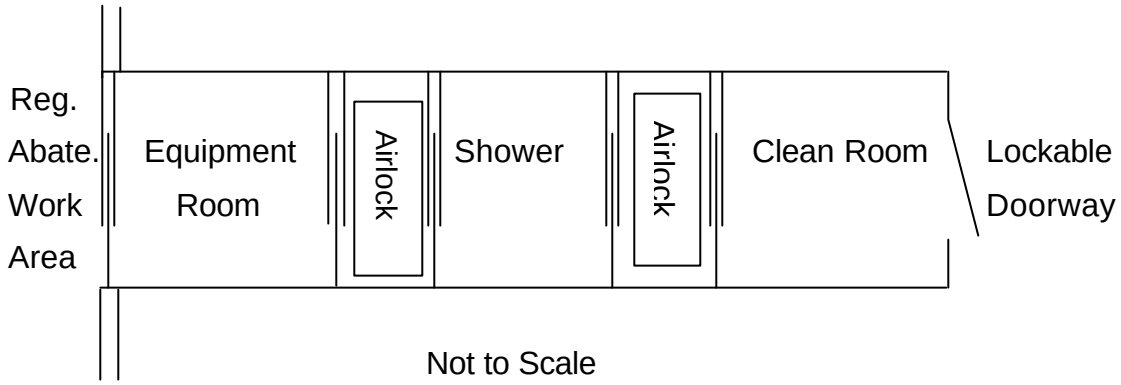


Figure 2
WASTE DECONTAMINATION SYSTEM ENCLOSURE
LARGE ASBESTOS PROJECT
(OPTIONAL FOR SMALL ASBESTOS PROJECT)

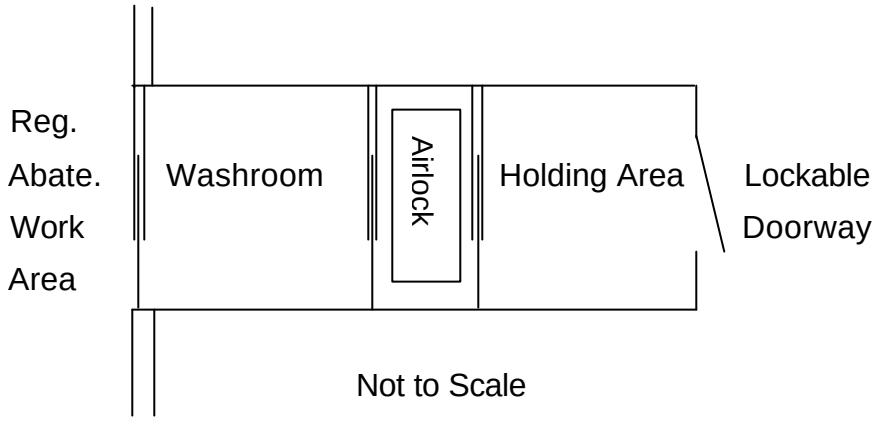


Figure 3

PARALLEL PERSONAL AND WASTE DECONTAMINATION SYSTEM ENCLOSURES

LARGE ASBESTOS PROJECT
(OPTIONAL FOR SMALL ASBESTOS PROJECT)

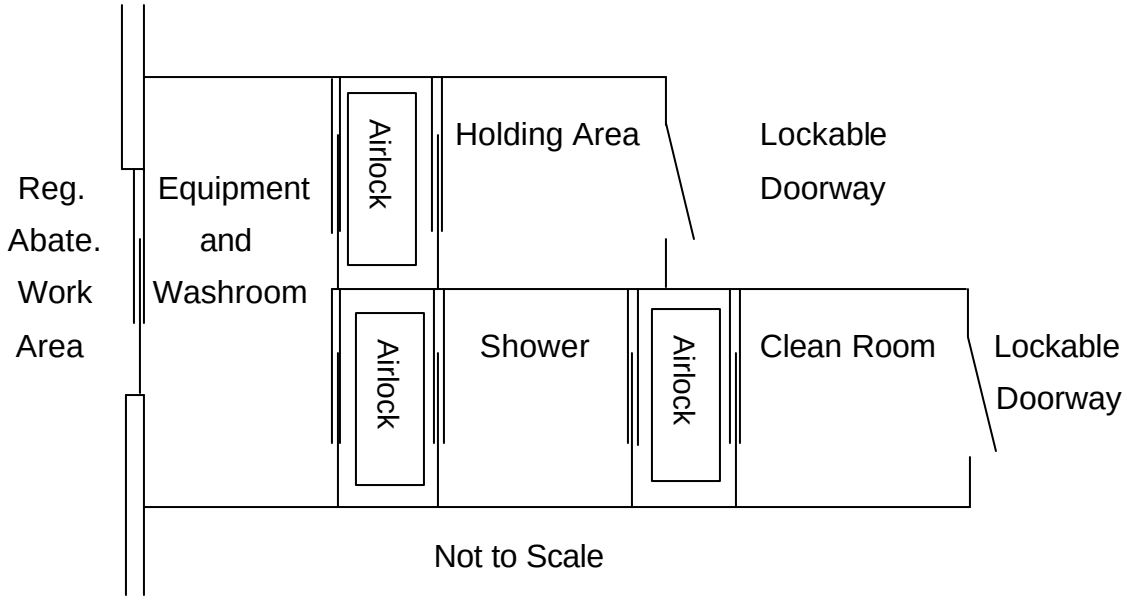
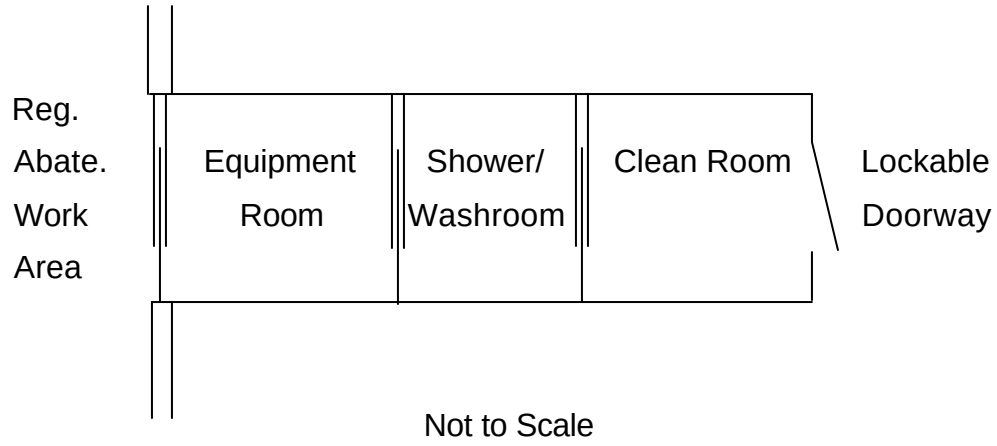


Figure 4

PERSONAL AND WASTE DECONTAMINATION SYSTEM ENCLOSURE FOR A SMALL ASBESTOS PROJECT



56-7.6 Personal Protective Equipment (PPE). After the installation of the personal decontamination system, full PPE in compliance with current OSHA regulations shall be worn in regulated abatement work areas during preparation activities, for all friable OSHA Class I or Class II asbestos projects. Asbestos abatement contractor's respirator selection, filter selection, medical surveillance and respiratory training must be consistent with current OSHA regulations. Appropriate respiratory protection is also required of authorized visitors in accordance with this Part.

56-7.7 Electric Power. Shutdown and lock out of electric power to all negative pressure containment enclosures within the regulated abatement work areas shall be required as per current applicable OSHA standards. All existing power to fixtures, lights, machinery and outlets within the enclosure must be shut down and locked out. The asbestos abatement contractor shall provide temporary power and lighting to the regulated abatement work area, and insure safe installation of temporary power sources and equipment used where high humidity or water shall be sprayed in accordance with all applicable codes. All temporary power to regulated abatement work areas shall be brought in from outside the regulated abatement work area. This temporary power shall be protected by a ground fault circuit interrupter (GFCI) before the entry point to the regulated abatement work area. The negative air equipment shall be on GFCI protected circuits separate from the remainder of the regulated abatement work area temporary power circuits. The GFCI temporary power connections shall be located outside of the regulated abatement work area, in a secure, dry area, which is accessible to the asbestos abatement contractor.

(a) **Electric Power Shutdown Exemption.** If electrical circuits, machinery and other electrical systems in or passing through the regulated abatement work area must stay in operation due to health and safety requirements, the following precautions must be taken:

(1) All unprotected cables (except low-voltage [less than 24 volts] communication and control system cables), panel boxes of cables and joints in live conduit that run through the regulated abatement work area shall be covered with three (3) independent layers of six (6) mil fire retardant polyethylene. Each layer shall be individually duct taped and sealed. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air sampling results have been obtained.

(2) Any energized circuits remaining in the regulated abatement work areas shall be posted with a minimum of two (2) inch high lettering warning sign which reads: DANGER LIVE ELECTRICAL – KEEP CLEAR. The sign shall be placed on all live covered barriers at a maximum of ten (10) foot intervals. These signs shall be posted in sufficient numbers to warn all persons authorized to enter the regulated abatement work area of the existence of the energized circuits.

56-7.8 Engineering Controls.

(a) **Negative Air Pressure Equipment.** All OSHA Class I, Class III, and interior Class II asbestos abatement projects shall employ negative air pressure equipment ventilation.

(1) **Operation.** The negative air pressure equipment shall operate continuously, twenty-four (24) hours a day, from startup of negative air pressure equipment , through the cleanup operations and satisfactory clearance air sampling results being obtained, or the asbestos project is complete.

(2) **Timing of Installation.** The negative air ventilation units shall be installed and made operational after the critical barriers and isolation barriers are installed.

(3) **Negative Air Pressure.** A negative air pressure, relative to areas outside of the enclosure, shall be maintained at all times in the regulated abatement work area during the asbestos abatement project to ensure that contaminated air in the regulated abatement work area does not escape back to an uncontaminated area.

(4) **Manometer.** A manometer shall be used to document the pressure differential for all OSHA Class I Large and Small size asbestos project regulated abatement work areas. A minimum of –0.02 column inches of water pressure differential, relative to pressure outside the regulated abatement work area, shall be maintained within the regulated abatement work area, as evidenced by manometric measurements. Once installed, on a daily basis at least twice per workshift, the asbestos abatement contractor's supervisor shall document the manometer reading within the daily project log. The manometer shall be installed and made operational once the negative air has been established in the regulated abatement work area. Magnahelic manometers shall be at a minimum calibrated semi-annually, and a copy of the current calibration certification shall be posted at the work site during Phase II operations.

(5) **Ventilation Units.** If more than one (1) primary HEPA-filtered ventilation unit is installed, the units shall be turned on one (1) at a time and the integrity of temporary hardwall isolation barriers checked for secure attachment or the need for additional reinforcement shall be checked. A minimum of one (1) additional unit having a capacity of at least equal to that of the primary unit shall be installed, as a backup unit to be used upon primary unit failure, or if necessary during primary unit filter changes. Ventilation Unit exhaust ducting shall not exceed twenty-five (25) feet in length, due to reduction in volumetric flow rates caused by friction.

(6) **Power Supply.** A GFCI protected temporary power supply shall be available to satisfy the requirements of the total of all ventilation units.

(7) **Power Failure.** In the event of electric power supply failure, abatement shall stop immediately and shall not resume until power is restored and

exhaust units are operating fully. In the event of extended power failure (longer than one hour), after evacuation of all persons from the regulated abatement work area, the decontamination system enclosure facilities shall be sealed airtight.

(8) **Air Changes.** Negative air pressure ventilation equipment shall be installed and operated continuously to provide at least four (4) air changes in the regulated abatement work area every hour including during clearance air sampling.

(9) **Openings in Enclosure.** Openings made in the enclosure system to accommodate these units shall be made airtight with duct tape or caulking or both. Where possible, the intake side of the negative air ventilation unit shall remain within the regulated abatement work area to permit filter changing, while minimizing equipment contamination and the likelihood of contamination of non-work areas.

(10) **Installation and Care.** Proper installation procedures, including use of appropriate filters and manufacturer's recommended operating procedures shall be followed.

(i) Each HEPA filter should be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97% when challenged with 0.3 micron particles. Testing shall be in accordance with accepted methodologies, and each filter should bear an appropriate UL label to indicate ability to perform under specified conditions.

(ii) Negative pressure HEPA filtered ventilation units shall be exhausted to the outside of the building or structure and away from public access and to a controllable area.

(iii) Air sampling at exhaust duct termination locations and daily inspections shall be conducted to insure that procedures are followed to maintain the negative pressure air ventilation filtration systems.

(iv) Pre-filters, secondary filters and HEPA-filters shall be replaced when dirty.

(v) Ducts of at least equivalent shape and dimension as those of the negative pressure ventilation exhaust shall be used to exhaust to the outside of the building or structure.

(vi) All fans, ducts and joints shall be sealed, braced and supported to maintain an airtight system.

(vii) Once installed and operational, daily inspections shall be conducted to insure the airtight integrity of the system, and the findings shall be documented by the asbestos abatement contractor's supervisor in the daily project log. Inspection, necessary repairs and documenting is required daily, including

days when no Phase IIB or IIC work or support activities are scheduled.

(viii) A four (4) foot high construction fence with appropriate signage in compliance with Section 7.4(c) shall be constructed at a minimum of ten (10) feet from the end of the exhaust duct tube, or bank of duct tubes, to surround and control this area from public access. For ground level exhaust duct terminations at the immediate exterior of the building/structure, the fence shall be installed at the tube discharge location.

(11) **Exhaust Location.** The exhaust shall be vented to the outside of the building or structure, to a controllable area away from public access. Each negative pressure ventilation unit exhaust duct shall not terminate less than fifteen (15) feet from a receptor or adversely affect the air intake of any building or structure. If the exhaust duct termination location for this Section cannot be met due to allowable space restrictions or the regulated abatement work area being located above the ground floor, the exhaust shall terminate at the exterior of the building or structure, and all receptors less then fifteen (15) feet from the exterior exhaust duct termination location shall be plasticized with two (2) layers of at least six (6) mil polyethylene. Exhaust tubes may be grouped together in banks of no more than five (5) tubes, with each tube exhausting separately and the bank of tubes terminating together at the same controlled area.

(i) **Exception.** HEPA-filtered vacuums used to exhaust Minor size tent enclosure regulated abatement work areas, do not require exhausting to the exterior of the building/structure.

(b) **Exemption From Ventilation And Use of Negative Pressure Equipment.**

(1) The use of negative pressure air equipment is not required for the following:

(i) OSHA Class II non-friable ACM exterior projects;

(ii) asbestos projects where enclosures (i.e. hard walls, tents, etc.) are not required by this Part;

(iii) Controlled demolition asbestos abatement projects. (see Section 56-11.5)

(2) This exemption does not relieve the asbestos abatement contractor from the negative pressure equipment requirements on other portions of the same project that require the use of negative pressure equipment.

56-7.9 Heating, Ventilation, and Air Conditioning (HVAC) Systems

(a) **Isolation.** HVAC systems shall be isolated from the regulated abatement work area. Acceptable means of HVAC system isolation include:

(1) **Shutdown and Isolation.** Shutdown and isolation of HVAC systems to prevent contamination and asbestos dispersal to other areas of the building or structure.

(2) **Local Isolation.** Local isolation and provision for temporary HVAC.

(3) **Positive Pressurization.** Positive pressurization of the HVAC system.

(i) Positive pressurization shall be restricted to circumstances where HVAC must service the remainder of the building or structure and the HVAC equipment is in the regulated abatement work area or the ducts run through the regulated abatement work area. The appropriate HVAC duct and plenum outlets, inlets and exhaust dampers shall be sealed with caulking and a minimum 3/8-inch thickness plywood, or oriented strand board, or sufficient gauge sheet metal, covered with a double layer of at least six (6) mil fire-retardant plastic sheeting and duct taped airtight. The HVAC duct and plenum joints shall be duct taped airtight. The mixing and balancing damper positions shall be altered and the return fan(s) shall be shut down to produce the required positive pressures.

(ii) Project phasing, climate conditions, load conditions and HVAC equipment limitations and controls shall be considered when this alternate procedure is evaluated. Aerodynamics in the duct system, particularly spurs or trunks, shall be considered and, if necessary, the ducts or dampers shall be altered or removed to prevent loss of positive pressure in any part of the system. Precautions shall be taken during abatement activities to ensure that the ducts, seals and static pressure lines are not damaged.

(iii) The presence of positive pressure shall be demonstrated daily by testing, including days when no Phase II work or support activities are scheduled, and the results must be noted in the asbestos abatement contractor supervisor's daily project log. Air sampling in occupied, downstream, non-work areas shall be performed on a daily basis as per the requirements of Section 56-7.1(b)(1) of this Subpart, except days when there are no Phase IIA, IIB, or IIC activities. Positive pressure verification shall be done on a continuous basis. The differential pressure shall be easily verifiable by use of a leak free, rigid static pressure taps, static lines on the supply and return ducts and static lines originating in the regulated abatement work area, adjacent areas or downstream non-work areas.

(b) **HVAC Filters and Ducts.** Potentially contaminated HVAC filters in existing building/structure HVAC systems shall be handled and disposed of as asbestos contaminated waste material. The ducts and filter assembly shall be wet cleaned and HEPA-vacuumed where system air samples or bulk samples indicate asbestos contamination within the interior of the HVAC ducts. Existing building/structure HVAC system filters shall be treated as potentially

contaminated for all friable OSHA Class I and Class II asbestos projects, and shall be removed and disposed of by the asbestos abatement contractor after the affected filters are identified by the building/structure owner's HVAC contractor or maintenance personnel. The building owner or their agent shall supply appropriate replacement HVAC system filters to the asbestos abatement contractor during HVAC system filter removal and replacement.

(c) **Chimney Effects.** All boilers and other equipment exhausts within the regulated abatement work area shall be shut down and the burner/boiler/equipment accesses and openings shall be sealed until abatement is complete and satisfactory clearance air-sampling results have been achieved. If the boiler(s) or other exhausted equipment will be subject to abatement, all breeching, stacks columns, flues, shafts and double-walled enclosures serving as exhausts or vents, shall be segregated from the affected boilers or equipment and sealed airtight to eliminate potential chimney effects within the regulated abatement work area.

56-7.10 Regulated Abatement Work Area Pre-Cleaning.

(a) **Movable Objects.** Movable objects within the regulated abatement work area shall be precleaned using HEPA-filtered vacuum equipment and/or wet cleaning, and such objects shall be removed from the regulated abatement work area to an uncontaminated location. Upholstered furniture and drapes shall be HEPA-vacuumed twice before removal from the regulated abatement work area. Carpeting shall be HEPA-vacuumed twice and cleaned before removal from the regulated abatement work area. If disposed of as asbestos-contaminated waste material, cleaning of carpeting is not required. If carpeting is left in place, it shall be covered with three-eighths (3/8) inch thick plywood sheathing prior to required plasticizing.

(b) **Fixed Objects.** Fixed objects and other items which are to remain within the regulated abatement work area shall be precleaned using HEPA-filtered vacuum equipment and/or wet cleaning methods. Such objects and items shall be enclosed with two (2) layers of at least six (6) mil fire retardant plastic sheeting and sealed airtight with duct tape.

(c) **Precleaning.** The regulated abatement work area shall be cleaned using HEPA-filtered vacuum equipment or wet cleaning methods or both. Methods that raise dust, such as sweeping or vacuuming with non HEPA-filtered equipment shall be prohibited. ACM, PACM or asbestos material shall not be disturbed during precleaning. Precleaning is intended for preparation work, not gross cleaning of visible asbestos debris such as disturbed ACM, PACM or asbestos material on floors or other work area surfaces. Precleaning shall be performed in the following order.

(1) Locations in which critical barriers and isolation barriers are to be installed shall be cleaned first using a HEPA-filtered vacuum and wet cleaning methods before the barriers are installed. After the critical barriers and isolation barriers are installed, the negative air ventilation units shall be

started. Once the negative air ventilation units are operational, the remainder of the precleaning shall take place and area plasticization shall begin.

56-7.11 Regulated Abatement Work Area Enclosure.

(a) **Critical Barriers.** Critical barriers shall be constructed to seal off all openings and penetrations to the regulated abatement work area including, but not limited to, operable windows and skylights, doorways and corridors (which shall not be used for passage), ducts, grills, diffusers, HVAC system seams, and any other penetrations to surfaces within the regulated abatement work area. Critical barriers shall be constructed using two (2) independent layers of at least six (6) mil fire-retardant plastic sheeting with each layer sealed separately with duct tape. Caulk and fire-retardant expandable foam may be used to seal small openings or penetrations. Doorways and corridors, which shall not be used for passage during the asbestos project, shall also be sealed.

(b) **Isolation Barriers.** Temporary hardwall barriers to complete the containment enclosure and establish the asbestos project regulated abatement work area shall be constructed using the following framing, sheathing, sealing and plasticizing criteria:

(1) **Framing.** Isolation barrier partitions shall be constructed of wood or metal framing in all openings larger than thirty-two (32) square feet, except that where any one dimension is one foot or less, framing is not required. Existing walls or framing may be used to support isolation barrier partition framing and sheathing.

(2) **Sheathing.** A plywood or oriented strand board (OSB) sheathing material of at least 3/8-inch thickness shall be fastened to the regulated abatement work area side of the barrier partition.

(3) **Sealing of Isolation Barriers.** The edges of the isolation barrier partition shall be sealed at the floor, ceiling, walls and fixtures using caulk, fire-retardant expandable foam or duct tape to form an airtight seal. The seams of the partition sheathing shall also be sealed airtight using these techniques.

(4) **Plasticizing Isolation Barriers.** The regulated abatement work area side of the isolation barrier partition shall be covered with two (2) layers of, at a minimum, six (6) mil fire-retardant plastic sheeting with staggered joints and sealed airtight.

(c) **Removal of Mounted Objects.** After critical barriers and isolation barriers are in place, mounted objects shall be removed and HEPA-vacuumed or wet wiped or both. Localized HEPA-filtered vacuum equipment shall be used during mounted object removal to reduce potential asbestos dispersal.

(d) **Elevator Shutdown or Isolation.** Elevators running through the regulated abatement work area shall be shut down except as noted in this Subdivision:

(1) **Isolation Detail.** In projects where the elevator cannot be shut down, the hoistway door frames shall be enclosed with nominal 2" x 4" framing, 16 inch on center, covered with 3/8-inch thickness plywood or OSB sheathing, and caulked or duct taped airtight at all seams. The enclosures shall be covered with two (2) seamless layers of at least six (6) mil plastic sheeting duct taped and sealed airtight. A final larger layer of at least six (6) mil plastic sheeting shall be duct taped and sealed airtight, but with slack, forming a larger perimeter diaphragm to sense air movement caused by elevator operation.

(2) **Elevator Shaft Ports.** Elevator shaft ports for pressure equalization when within the regulated abatement work area, shall be vented to the outside or non-work areas using oversized solid-walled ducts or chambers constructed with 3/8-inch thickness plywood or OSB sheathing over nominal 2" x 4" framing, 16 inch on center. The joints shall be caulked and the ducts or chambers shall be sealed with two (2) layers of at least six (6) mil fire-retardant plastic sheeting and duct tape. The first layer of plastic sheeting shall be attached to the ducts or chambers using spray adhesive. This system shall be subjected to and pass a negative pressure test daily.

(e) **Floor, Wall & Ceiling Plasticizing and Sealing.** All floor, wall and ceiling surfaces, except where abatement of ACM, PACM or asbestos material shall be performed on those specific surfaces, shall be covered with two (2) layers of, at a minimum, six (6) mil fire-retardant plastic sheeting. The floor shall be plasticized first, and its plastic sheeting shall extend up the walls a distance of at least twelve (12) inches on all sides. The walls shall then be plasticized by applying plastic sheeting from the ceiling to the floor, overlapping the floor sheeting by at least twelve (12) inches. Next, the ceiling shall be plasticized overlapping the walls by at least twelve (12) inches, to form a secure airtight seam. This process shall be repeated for the second layer of plastic sheeting for the floor, walls and ceiling. All seams within a layer shall be separated by a distance of at least six (6) feet and sealed airtight with duct tape. All seams between layers shall be staggered at least two (2) feet.

(f) **Barrier/Plasticizing Exemptions.**

(1) **Negative Pressure Tent Regulated Abatement Work Area Enclosure.** An alternate isolation method may be used where preparation of the entire room/space is either unfeasible or not necessary to adequately access all impacted ACM, PACM or asbestos material.

(i) **Where Allowed.** Negative pressure tent enclosures are allowed to be utilized for gross abatement of any quantity interior and exterior non-friable ACM or asbestos material, glovebag abatement of any quantity friable TSI, or gross abatement of Minor and Small quantities of friable ACM, PACM or asbestos material. For tent enclosures with gross abatement of friable materials, attached (contiguous) decontamination system enclosures shall be

constructed, maintained and utilized as per this Part. Minor size tent enclosure work areas shall at a minimum have decontamination areas installed and utilized, as per the requirements of Section 56-11.3.

(a) **Multiple Minor Size Regulated Abatement Work Areas.** If the small or large asbestos project consists of multiple negative pressure tent regulated abatement work area enclosures with minor quantities of ACM to be abated within each tent enclosure, these tent enclosures shall be constructed as per this Subpart, including attached airlock if remote decontamination systems are allowed and utilized for the asbestos project.

(ii) **Tent Construction.**

(a) Tents with greater than twenty (20) square feet of floor space, that are scheduled for gross removal of friable ACM, PACM, or asbestos material, shall be constructed of two (2) layers of six (6) mil fire-retardant plastic sheeting and shall include walls, ceiling and a floor (except for portions of walls, floors and ceilings that are the removal surface) with double-folded seams. Seams shall be duct taped airtight and then duct taped flush with the adjacent tent wall.

(b) Tents with no gross removal of friable ACM, PACM or asbestos material, shall be constructed of one (1) layer six (6) mil fire-retardant plastic sheeting and shall include walls, ceiling and a floor (except for portions of walls, floors and ceilings that are the removal surface) with double-folded seams. Seams shall be duct taped airtight and then duct taped flush with the adjacent tent wall.

(c) Tents or tent-like structures or enclosures shall be adequately supported and reinforced to withstand local environmental conditions and the negative pressures developed within them.

(d) **Airlock.** An airlock shall be constructed as per Section 56-7.5(b)(11), at the entrance to each tent that utilizes remote decontamination system facilities. Each tent and airlock shall be cordoned off twenty-five (25) feet from it perimeter, or the interior space/room where the tent and airlock is located shall be secured from non-certified personnel or public access, and signage shall be installed as per Section 56-7.4(c).

(iii) **Negative Air.** Manometers consistent with the requirements of Section 56-7.8(a)(4), are required for negative pressure tent enclosure regulated abatement work areas with OSHA Class I

abatement. Negative air shall be maintained at four (4) air changes per hour for non-friable and glovebag abatement tent enclosure work areas. Eight (8) air changes shall be maintained for friable gross removal tent enclosure work areas. If a HEPA-filtered vacuum is used for a Minor size abatement tent enclosure work area to maintain the required air changes, after final cleaning is completed twenty (20) minutes shall elapse, then ventilation may be stopped, clearance air samples collected if required, and the tent sealed until results are read. If air sample results are unacceptable, ventilation shall be re-established, the area re-cleaned and new samples taken.

(2) **Fire-Retardant Spray Plastic.** Fire-retardant spray plastic may be used in lieu of two (2) layers of six (6) mil plastic sheeting as required by 56-7.11(e), under the following conditions:

(i) Critical barriers are installed per Section 56-7.11(a) of this Part.

(ii) The fire-retardant spray plastic is used, applied, maintained and removed in accordance with the manufacturer's detailed procedures by persons who have been trained by the manufacturer or others authorized to perform such training. Proof of appropriate training shall be located at the work site and shall be produced upon verbal request of the Commissioner or his or her duly authorized representative.

(iii) Application shall be made to result in a dry thickness of not less than six (6) mils.

(3) **Special Projects.** See Subpart 56-11 regarding work area preparation requirements for special projects. These projects include exterior non-friable ACM roofing, siding, caulking, glazing compound, transite, tars, sealers, coatings, and other NOB ACM abatement, abandoned intact pipe/duct/conduit wrap and cut abatement, flooring and mastic abatement, pre-demolition abatement, demolition with asbestos in place, in-plant operations abatement, emergency project abatement and Minor size project abatement.

(4) **Removal of Ceilings and Components.** Suspended ceiling and components that exist below friable ACM or PACM material, and that are not themselves ACM or PACM, shall remain in place until the remainder of the regulated abatement work area has been plasticized, negative air established, and personal and waste decontamination enclosures have been constructed. The ceiling tiles and components shall then be removed and disposed of as asbestos waste or decontaminated if possible. This type of removal must be done prior to commencement of Phase II B abatement, but after the remaining regulated abatement work area preparation has been completed. Critical barriers shall be installed

above the suspended ceiling as per Section 56-7.11(a), prior to the commencement of Phase IIB abatement.

(5) **Exits.** Emergency and fire exits from the regulated abatement work area shall be maintained or alternate exits shall be established and appropriately signed according to all applicable codes. Temporary hardwall barriers are not required at emergency and fire exit locations.

(g) **Toilet Facilities.** Adequate toilet facilities shall be readily accessible to the personal decontamination enclosure.

SUBPART 56-8
PHASE II B ASBESTOS ABATEMENT

56-8.1 Air Sampling Requirements.

(a) **Personal Air Sampling.** Air sampling shall be performed in the worker's breathing zone, by the asbestos contractor for his personnel, as required by current OSHA regulations.

(b) **Daily Air Sampling.** Project air sampling shall be conducted daily for the full workshift for Large projects. If more than one daily workshift is required to accomplish the work, air sampling shall be performed on each workshift. Air sampling is not required on days when there are no Phase II B activities.

(1) **Number And Location Of Samples – Large Asbestos Projects.** A minimum of five (5) samples shall be taken on a daily basis. The locations of samples to be taken are the same as specified for Phase IIA. (See Section 56-7.1 and Table 2 within Subpart 56-4)

(2) **Work Stoppage Criteria During Phase II B Abatement Procedures.** If air samples collected outside the regulated abatement work area, indicate airborne fiber concentrations at or above 0.01 fibers per cubic centimeter, or the established background level, whichever is greater, work shall stop immediately for inspection and repair of barriers and negative air ventilation systems as necessary. Clean up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet-cleaning methods shall be performed prior to resumption of abatement activities. A summary of clean up activities and the results of barrier inspections including any necessary repairs, shall be documented in the supervisor's daily project log. Work methods shall be altered accordingly to reduce fiber concentrations to acceptable levels.

(c) **Exemption from Daily Air Sampling.** Daily air sampling is not required on exterior asbestos projects with abatement of non-friable ACM roofing, siding, caulking or glazing compound, tars, sealers, coatings or other NOB ACMs, unless the ACM is rendered friable during removal or debris falls inside the building/structure.

56-8.2 Access to and Maintenance of Decontamination Systems and Regulated Abatement Work Area Enclosures.

(a) **Access.** Entry to the personal and waste decontamination system enclosures shall be restricted to the asbestos contractors involved with the asbestos project, appropriately certified employees of the asbestos contractors, authorized visitors, police, fire and other public safety personnel.

(b) **Waiting Periods.** Prior to beginning Phase IIB asbestos abatement work and upon completion of the construction of all Small and Large size regulated abatement work area enclosures and decontamination system enclosures, including establishment of the negative air system, a four (4) hour waiting period with negative air units operating shall be required to ensure that all barriers shall remain intact and secured to the walls, ceilings, floors and fixtures.

(c) **Waiting Period Exemption.** The four (4) hour waiting period may be eliminated for exterior work where negative air is not required.

(d) **Inspection of Barriers.** All barriers shall be inspected by the asbestos abatement contractor's supervisor at least twice daily, before the start of and following the completion of the day's abatement activities. Inspections are also required on days when there is no Phase II work or support activities scheduled. Inspections and observations shall be documented by the asbestos abatement contractor's supervisor in a daily project log.

(e) **Repairs to Barriers and Enclosures.** Damage and defects in the barriers and enclosures shall be repaired immediately upon discovery and shall be documented by the asbestos abatement contractor's supervisor in a daily project log, prior to resumption of abatement activities.

(f) **Testing of Barriers and Enclosures.** Smoke tube testing to ensure the effectiveness of all isolation barriers, personal decontamination system enclosures, waste decontamination system enclosures and regulated abatement work area enclosures shall be performed prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air sampling results have been obtained. Negative air pressure ventilation units shall be in operation during this testing. Testing of barriers and enclosures is not required on days when there are no Phase IIB or cleaning activities scheduled. Test results, observations and any modifications shall be documented by the asbestos abatement contractor's supervisor in a daily project log.

(g) **Loss of Enclosure Integrity.** If visible emissions or water leaks are observed outside of the regulated abatement work area, or if a glovebag, tent or enclosure of any type fails or loses its integrity, work shall be stopped and the following procedures shall be followed:

(1) **Isolation and Critical Barrier Construction.** Isolation and critical barriers shall be constructed as follows:

(i) **Isolate HVAC Systems.** The HVAC systems shall be shut down immediately and all openings shall be sealed with at least six (6) mil fire retardant plastic sheeting and duct tape.

(ii) **Isolate Uncontaminated Areas.** Passageways to uncontaminated areas of the building or structure shall be sealed with at least six (6) mil fire retardant plastic sheeting and duct tape.

(iii) **Install Critical Barriers.** Critical barriers within 25 feet of the regulated abatement work area shall be installed as per Section 56-7.11 of this Part.

(2) **Negative Air Pressure Equipment Ventilation.** Negative air pressure equipment ventilation that complies with Section 56-7.8 of this Part shall be installed and utilized.

(3) **Cleanup.** Cleanup shall be accomplished as follows:

(i) **Method, Tools and Equipment.** All accumulations of asbestos waste material shall be containerized and removed. Non-metal shovels and HEPA-vacuums may be used to pick up or move waste except in the vicinity of isolation barriers which might be breached. The areas around isolation barriers shall be cleaned utilizing rubber or plastic dustpans, squeegees or shovels. HEPA-vacuums shall be used to clean all surfaces after gross cleanup.

(ii) **Cleanup of Surfaces.** All surfaces in the regulated abatement work area shall be wet-cleaned using rags, mops and sponges.

(iii) **Second Cleaning.** After the first cleaning, at least twelve (12) hours shall be allowed for asbestos to settle. Thereafter, all objects and surfaces in the regulated abatement work area shall be HEPA-vacuumed and wet-cleaned. All windows, doors, HVAC system vents and all other openings shall remain sealed.

(4) **Removal of Contaminated Equipment and Waste.** All remaining contaminated equipment and containerized waste shall be removed from the regulated abatement work area.

(5) **Clearance Air Sampling.** Clearance air sampling shall be conducted, as per the schedule for air sampling and analysis.

(6) **Isolation Barrier Removal.** Isolation barriers shall be removed only after satisfactory clearance air sampling results have been achieved.

(h) **Daily Cleaning of Enclosures.** The asbestos abatement contractor shall HEPA-vacuum or wet-clean the waste decontamination system enclosures, the personal decontamination system enclosures, and airlocks when remote decontamination units are used, daily during Phase II A through C abatement activities. This cleaning shall take place at the end of each work shift and the asbestos abatement contractor's supervisor shall document it in the daily project log.

56-8.3 Regulated Abatement Work Area Entry and Exit Procedures.

(a) **Procedures.** The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air-sampling results have been achieved:

(1) **Entry to the Work Area.** All persons shall enter the regulated abatement work area through the personal decontamination system enclosure, or through an airlock when used with an approved remote decontamination unit.

(i) **Entry/Exit Log.** All persons who enter the regulated abatement work area or enclosure shall sign the entry/exit log, located in the clean room, upon every entry and exit.

(ii) **Knowledge of Procedures.** All persons, before entering the regulated abatement work area or enclosure, shall read and be familiar with all posted regulations, personal protection requirements, including regulated abatement work area entry and exit procedures and emergency procedures. The entry/exit log headings shall indicate, and the signatures shall be used to acknowledge that these have been reviewed and understood by all persons prior to entry.

(iii) **Personal Protective Equipment.** All persons shall proceed first to the clean room, remove all street clothing, store these items in lockers and don personal protective equipment as appropriate for the abatement work area. Two (2) layers of protective clothing shall be donned for entry to regulated abatement work areas from remote personal decontamination systems. All authorized visitors shall also don NIOSH-approved respiratory protection for work areas with negative air established. Respirators and personal protective equipment shall be utilized by each authorized visitor for each separate entry into the regulated abatement work area. Respirators shall be inspected prior to each use and tested for proper seal using positive and negative pressure fit checks.

(iv) **Tools.** Persons wearing designated personal protective equipment shall proceed from the clean room through the shower room to the equipment room, where necessary tools are collected and any additional clothing shall be donned, before entry into the regulated abatement work area.

(2) **Exit From the Work Area.** All persons shall exit the regulated abatement work area through the personal decontamination system enclosure, or through an airlock when used with an approved remote decontamination unit.

(i) **Removal of Gross Contamination.** Before leaving the regulated abatement work area, all persons shall remove gross contamination from the outside of respirators and protective clothing by HEPA-vacuuming, or wet cleaning.

(ii) **Exit.** All persons shall exit the regulated abatement work area through the personal decontamination system enclosure, or through an airlock when used with an approved remote decontamination unit, except in case of an emergency, when an emergency exit or other means of escape may be used.

(iii) **Regulated Abatement Work Area Exit Procedures Utilizing Remote Decontamination Systems**. If at any time a person has to travel through an uncontaminated area to access the personal or waste decontamination enclosure system, the person shall HEPA-vacuum and/or wet wipe his/her outer protective clothing while in the regulated abatement work area, then proceed into the airlock where he/she shall remove his/her outer clothing and don a clean set of protective clothing. He/she may then proceed to the personal or waste decontamination enclosure along a designated pathway. The walkway from the regulated abatement work area to the decontamination system shall be cordoned off to delineate it from public areas, as per Section 56-7.5(d)(4).

(iv) **Removal of Personal Protective Equipment.** Persons shall proceed to the equipment room where coveralls, head covering, foot covering and gloves shall be removed. Disposable clothing shall be deposited into labeled containers for disposal. Reusable contaminated clothing, footwear, head covering and gloves shall be stored in the equipment room when not being used in the regulated abatement work area. Respirators shall not be removed during this process.

(v) **Showering.** Still wearing respirators, persons shall proceed to the shower area, clean the outside of the respirator and the exposed face area under running water prior to removal of the respirator, and fully and vigorously shower and shampoo to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water. Some types of respirators shall require slight modifications to these procedures. An airline respirator with a HEPA-filtered disconnect protection shall be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator facepiece shall be disconnected from the filter/power pack assembly prior to entering the shower.

(vi) **Clean Room.** After showering and drying, all persons shall proceed to the clean room and shall don either street clothing, if

exiting the enclosure, or clean personal protective equipment if returning to another regulated abatement work area.

56-8.4 Handling and Removal Procedures.

(a) **Glovebag Procedures.** Glovebags are allowed to be utilized for abatement of pipe or duct insulation within negative pressurized regulated abatement work area enclosures. Glovebags may only be used on piping and ducts up to 150 degrees Fahrenheit. The following procedures must be followed for glovebag use:

(1) **Size.** When abating pipe or duct insulation, the pipe or duct insulation diameter worked shall not exceed one half the bag working length.

(2) **Sealing.** Duct tape shall be placed securely around the area of abatement to form a smooth seal. The glovebag shall then be secured to the duct tape and sealed airtight.

(3) **Seal Testing.** After placement, each glovebag shall be subjected to and pass a smoke test as follows:

(i) Smoke testing should not be completed using a positive pressure test. The glovebag, once secured in place, should be placed under negative pressure, utilizing the HEPA-vacuum, and a smoke tube should be aspirated to direct smoke at all seals and seams from outside the glovebag.

(ii) If there are any leaks, they will be detected by the smoke entering the bag. All leaks shall be duct taped airtight.

(4) **Surface Irregularities.** If material adjacent to the work section is damaged, or if it terminates, is jointed or contains an irregularity adjacent to the work section, the material shall be wrapped in at least six (6) mil fire-retardant plastic sheeting and sealed airtight with duct tape.

(5) **Post-Stripping Wetting.** After the asbestos material has been stripped, the surface from which it has been removed shall be wetted with amended water and scrubbed with a brush or abrasive pad to remove all visible asbestos material. The surfaces from which it has been removed, the interior of the bag, the affected area and the tools shall then be thoroughly wetted with amended water.

(6) **Sealing of Pipe Ends.** When abating pipe insulation, any pipe insulation ends created shall be sealed with wettable cloth or otherwise encapsulated with a non-asbestos product.

(7) **Collapsing of the Glovebag.** A HEPA-vacuum shall be used to collapse the glovebag.

(8) **Tool Segregation.** With the glovebag collapsed and the asbestos material in the bottom of the bag, twist the bag several times and duct tape the twist to seal that section. The tool pouch shall be separated from

the bag by twisting it several times, taping the twist and thus sealing the pouch. Alternately, the tools may be segregated using one or both glove inserts and pulling the tools through, thus turning the glove inside out. The glove(s) shall then be twisted several times, duct taped and thus sealed.

(9) **Sealing the Contaminated Items.** The glovebag shall be tied off to contain the asbestos material prior to the glovebag being detached from the area where the asbestos was removed within the bag.

(10) **Containerizing the Glovebag.** The sealed glovebag shall be placed into at least a six (6) mil plastic bag, sealed airtight and transferred from the regulated abatement work area as per Section 56-8.9, for disposal as asbestos waste.

(11) **Failure.** The requirements of Section 56-8.2(g) shall be complied with in the event of glovebag losing seal or integrity.

(b) **Dry Removal or Dry Disturbance.** No dry removal or dry disturbance of asbestos material shall be permitted.

(c) **Wetting Requirements.** The asbestos material shall be adequately wetted with amended water. Sufficient time shall be allowed for penetration to occur prior to abatement activities. All friable asbestos materials shall be thoroughly saturated. All non-hygroscopic (material that resists wetting) asbestos material shall be thoroughly wetted, prior to and during abatement.

(d) **Asbestos Abatement.** Only one type of asbestos containing material shall be abated at a time within an enclosure. Prior to the abatement of another type of asbestos containing material, the area shall be cleaned. (See Section 8.6 - Multiple Abatement within a Single Regulated Abatement Work Area)

(e) **Handling.** ACM, PACM and asbestos material, on detachment from the substrate, shall be directly bagged or dropped into a flexible catch basin and subsequently bagged or containerized. Materials removed in negative pressure tent enclosure work areas shall be bagged or containerized immediately upon detachment. Additional amended water shall be added as necessary to the waste bags/containers to ensure that all waste remains adequately wet within the bag/container.

(f) **Sealing of Surfaces and Edges.** Where ACM, PACM or asbestos material was removed, any exposed edges of material that remain shall be sealed with wettable cloth or otherwise encapsulated with a suitable non-asbestos material, prior to commencement of final cleaning and collection of clearance air samples.

(g) **Exterior Chutes.** For asbestos material lowered or conveyed greater than ten (10) feet in height, dust tight, enclosed, inclined chutes shall be used as follows:

(1) The upper end of the chute shall be furnished with a hinged lid to be closed when a chute is not being used,

(2) The chute shall be dust tight along its lateral perimeter and at the terminal connection to a dumpster or container with a hard wall and a hard top.

(h) **Handling Large Components.** Large components, removed intact, shall be wrapped in two (2) layers of at least six (6) mil plastic sheeting secured and made air tight with duct tape.

(i) **Sharp-Edge Components**. Asbestos waste material with sharp edged components that may tear or damage the plastic bags or sheeting shall be placed in a poly lined hard wall container or a rip proof bag then double bagged or wrapped and sealed airtight.

(j) **Loss of Integrity on Asbestos Projects.** If a regulated abatement work area enclosure of any type, including a negative pressure tent enclosure, fails or loses its integrity, the required procedures of Section 56-8.2(g) shall be followed.

56-8.5 Waste Clean-Up Procedures. The following procedures shall be required for Phase II B Large and Small projects.

(a) **Tools and Equipment.** All accumulations of asbestos waste material shall be adequately wetted and containerized using HEPA-vacuums or rubber or plastic dustpans, squeegees or shovels. Metal shovels shall not be used to pick up or move waste. HEPA-vacuums shall be used to clean all surfaces after gross cleanup.

(b) **Frequency for Containerizing.** During Phase II B, all waste generated shall be bagged, wrapped or containerized immediately upon removal. Cleanup of accumulations of loose debris/waste material shall be performed whenever enough loose debris/waste material has been removed to fill a single leak-tight container appropriate for the type of ACM being removed. Cleanup of all remaining waste generated shall be performed at least once prior to close of each workshift. All waste material shall be kept adequately wet at all times.

(c) **Frequency for Dust or Debris.** Accumulations of dust or debris shall be cleaned off all surfaces on a daily basis using HEPA-vacuum or wet-cleaning methods or both.

(d) **Frequency for Decontamination System Enclosures.** Decontamination system enclosures shall be HEPA-vacuumed or wet-cleaned or both at the end of each workshift.

(e) **Waste Housekeeping.** The regulated abatement work area, holding area, waste trailer and hardtop dumpster areas must be kept free of uncontainerized asbestos waste/debris at all times.

56-8.6 Multiple Abatement within a Single Regulated Abatement Work Area.

(a) **Simultaneous Abatement.** Simultaneous or concurrent abatement of multiple types of ACM within a single regulated abatement work area shall not be allowed, unless the multiple types of ACM are part of the same system (e.g. floor tile/cove base and mastics, or ceiling/wall tile and mastic). Simultaneous removals are allowed on a project provided they are within different regulated abatement work areas.

(b) **Requirements for Sequential Abatement.** When multiple types of abatement work are done in a common regulated abatement work area or enclosure, a sequential order of abatement is required as shown below.

(1) **Initial Plasticizing.** Initial plasticizing of the containment area shall be as required for the most stringent case of removal.

(2) **Sequential Removal.** Sequential removal shall allow for only one type of removal of ACM at a time in a sequential order within the work area until that type of material is completely removed. Thereafter, another type of ACM can be removed within the same work area. Relief from plasticizing is for the surfaces to be abated only at the time of that specific material abatement. Other surfaces shall be plasticized as the material being abated dictate, except as noted below.

(i) **Order of Sequential Abatement.** The following sequence of abatement within a work area shall begin at the ceiling or upper level and progress one material at a time down to the floor and from most friable material to least friable material.

(ii) **Example:**

(a) First. All ceiling fireproofing, ceiling plaster or similar ceiling OSHA Class I friable material shall be completely abated so that no visible exposed ACM, PACM or asbestos material remains. Then the friable mechanical/tank insulation, isolation/ vibration damper material and thermal pipe, ducts, pipe fitting insulation, mudded firebrick, or similar OSHA Class I or Class II friable material shall be completely abated so that no visible exposed material remnants remain. Glovebags may be used. After all friable ACM has been abated, the area shall be cleaned of all debris/residue using HEPA vacuuming and wet wiping.

(b) Second. OSHA Class II non-friable materials shall be abated. If other areas/surfaces were abated, no new plasticization shall be required. Ceiling and wall tiles, transite, interior window glazing, expansion joint, millboard and other NESHAP Category I and II non-friable ACM shall be abated so that no visible exposed material remnants

remain and the area shall be cleaned of all debris/residue using HEPA vacuuming and wet wiping.

(c) Last. OSHA Class II non-friable flooring abatement shall be last. Non-friable ACM flooring materials and ACM mastic shall be abated so that no visible exposed material remnants remain and the area shall be cleaned of all debris/residue using HEPA vacuuming and wet wiping. If beadblaster or a similar abrasive type of abatement method is used, full work area preparation, including establishment of negative pressure filtration systems, shall be required and this abatement may be done as one of the first types of abatement and then the flooring area abated shall be re-plasticized with a double-layer of six (6) mil fire retardant plastic sheeting, to be utilized as a dropcloth during the remaining abatement.

(iii) **Temporary Walls.** New temporary hardwalls used to separate an enclosed regulated abatement work area into smaller regulated abatement work area enclosures shall be constructed as per Section 56-7.11(b). Existing columns, I-beams and interior walls may be used to support or to act as part of the new containment walls provided that the existing walls, columns, and I-beams to which these temporary walls are to be attached or used shall be completely abated prior to the erection of these new containment walls to allow this attachment. Caulk, fire-retardant expandable foam or duct tape shall be used to form an airtight seal for these partitions.

(a) **Airlock.** Each newly enclosed regulated abatement work area shall have an attached airlock as defined in Section 56-2.1, and the airlock shall be constructed at the enclosure entrance, as per Section 56-7.5(b)(11). Each enclosure and airlock shall be cordoned off twenty-five (25) feet from its perimeter. Critical openings within the cordoned off area shall be covered with two (2) layers of six (6) mil fire retardant polyethylene in conformance to Section 56-7.11(a).

(iv) **Intermediate Completions.** On completion of each type of asbestos abatement within these work area enclosures, a complete single clean of all surfaces in the entire area – ceiling, walls and floors - shall be performed by HEPA vacuuming and wet wiping. No final clearance air samples shall be required for each individual type of material abatement, until the last type of ACM, PACM or asbestos material is abated. Each intermediate completion shall include a visual inspection for completeness by the asbestos abatement contractor's supervisor. Results of the visual inspection

and time of intermediate completion shall be documented by the asbestos abatement contractor's supervisor in the daily project log.

(v) **Final Required Cleaning.** A complete single clean of all surfaces in the entire area – ceiling, walls and floors, followed by a visual inspection as described in Subpart 56-9 shall be performed by HEPA vacuuming and wet wiping, after all abatement is complete.

(vi) **Final Clearance Air Samples.** After the final cleaning and visual inspection requirements are completed and the final settling/drying period is observed, prior to dismantling the regulated abatement work area, Phase IIC final clearance air samples shall be collected and satisfactory clearance air results obtained as per Section 56-9.2 of this Part.

56-8.7 Encapsulation Procedures. All material used for repair or encapsulation of asbestos material shall have a flame spread rating, fireproofing and smoke characteristics similar to the material being repaired or encapsulated. Also, the encapsulant shall not alter the insulating characteristics of the material subject to encapsulation, and the encapsulant shall not add excess weight to the material increasing the potential that the material may delaminate from itself (cohesion failure), or from its substrate (adhesion failure). Encapsulation of asbestos material shall be conducted in accordance with the following:

(a) **Regulated Abatement Work Area Preparation.** The regulated abatement work area shall be pre-cleaned, isolated and negative air established in accordance with Subpart 56-7 of this Part.

(b) **Repair Materials.** Damaged and missing areas of existing materials shall be repaired with non-asbestos material. The material shall adhere to existing surfaces and provide a base for application of encapsulating agents.

(c) **Asbestos Material Removal.** Loose or hanging ACM, PACM or asbestos material shall be removed in accordance with the requirements of Section 8.4 of this Subpart.

(d) **Testing of Encapsulants.** Encapsulants shall be field tested prior to use by applying each to a small area to determine suitability for the material to be encapsulated. Testing shall be conducted only after the isolation barriers are in place and negative air has been established.

(e) **Bridging Encapsulants.**

(1) **Thickness Requirements.** Bridging encapsulants shall be applied to provide the manufacturer's specified minimum dry-film thickness over sprayed asbestos surfaces.

(2) **Color Requirement.** When using bridging encapsulant, a different color for each coat shall be used.

(f) **Latex Paint.** Latex paint shall not be used as a bridging encapsulant. It shall be considered a dilute lockdown encapsulating agent and used only as a coating for lockdown purposes for surfaces during cleanup procedures as per Subpart 56-9.

(g) **Penetrating Encapsulants.**

(1) **Penetration Requirements.** Penetrating encapsulants shall be applied and penetrate existing asbestos material to the substrate.

(2) **Testing of Penetration.** During treatment with a penetrating encapsulant, selected random core samples of asbestos material shall be removed and checked to verify full depth of penetration.

(3) **Color Requirement.** Each coat of penetrating encapsulant shall be color coded as per manufacturer's recommendations, if any, except for the prohibition of pigment use.

(h) **Methods of Application.** Encapsulants shall be applied using airless spray equipment as follows:

(1) **Spraying Pressure.** Spraying shall be performed at the lowest pressure range possible to minimize asbestos fiber release.

(2) **Spray Tip.** The optimum spray tip shall be chosen on the basis of the viscosity and percent solids of the encapsulant. The cone projection of the tip shall be as specified by the manufacturer.

(3) **Subsequent Coats.** Each subsequent coat of encapsulant shall be applied at a 90-degree angle to the preceding coat application or per manufacturer’s specifications.

(4) **Encapsulant Solvent or Vehicle.** The encapsulant solvent or vehicle shall not be or contain a volatile material. It shall not release hazardous air pollutants, as defined by NYS DEC 6 NYCRR 200.1(ag), into the air when applied or during curing.

(i) **Encapsulant Fire-Resistance Properties.** If the asbestos material has been used for fire retardation or protection of structural members or both, the encapsulant material used shall have a flame spread rating, fireproofing and smoke characteristics similar to the material being repaired or encapsulated.

(j) **Marking or Labeling.** Encapsulated ACM, PACM, or asbestos material shall be conspicuously marked or labeled in order to warn persons of its presence.

(k) **Cleanup.** Waste cleanup shall be in accordance with Section 56-8.5.

(l) **Final Cleaning and Clearance Air Sampling.** Final cleaning and clearance air sampling shall be in accordance with Subpart 56-9.

56-8.8 Asbestos Material Encasement/Enclosure Procedures. The encasement/enclosure of existing ACM, PACM or asbestos material shall be conducted in accordance with the following:

(a) **Regulated Abatement Work Area Preparation.** The regulated abatement work area shall be pre-cleaned, isolated and negative air established in accordance with Subpart 56-7 of this Part.

(b) **Use of Amended Water.** Areas that may be disturbed during the installation of hangers or other support and framing materials for the enclosure shall be sprayed with amended water. These areas shall be kept damp to reduce airborne asbestos concentrations.

(c) **Loose and Hanging Asbestos Material.** Loose or hanging ACM, PACM or asbestos material shall be removed in accordance with the requirements of Section 8.4 of this Subpart.

(d) **Repair of Fireproofing and Thermal Insulation.** After installation of hangers, brackets or other encasement/enclosure supports, and before installation of encasement/enclosure sheathing material, damaged areas of fireproofing and thermal insulation shall be repaired using a non-asbestos material as per Section 56-7.2 of this Part. Surfaces shall be prepared and replacement material applied in accordance with manufacturer's recommendation.

(e) **Integrity of Installation.** Encasements/enclosures shall be designed to be permanent and shall be constructed to provide an airtight barrier. The encasement/enclosure sheathing material shall be impact resistant and shall be installed with adequate supports, reinforced to withstand local environmental conditions, casual contact and any internal pressures developed within the encasement/enclosure structure.

(f) **Utility Maintenance.** Utilities shall be lowered as necessary and reinstalled in a manner which allows proper utilization, and does not disturb the integrity of the encasements/enclosures. Utility maintenance shall not require the encasements/enclosures to be opened or disturbed.

(g) **Ducts.** Ducts insulated with ACM, PACM or asbestos material shall not be encased or enclosed.

(h) **Air Plenums.** ACM, PACM or asbestos material-insulated air plenums, which are not readily accessible for inspection, shall not be encased or enclosed.

(i) **Marking or Labeling.** Encased/enclosed asbestos material shall be conspicuously marked or labeled in order to warn persons of its presence.

(j) **Cleanup.** Waste cleanup shall be in accordance with Subpart 56-8.5.

(k) **Final Cleaning and Clearance Air Sampling.** Final cleaning and clearance air sampling shall be in accordance with Subpart 56-9.

56-8.9 Equipment and Waste Container Decontamination and Removal Procedures.

(a) **Timing of Waste Transfer Activities.** During Phase II B of the project, after ACM, PACM, asbestos material and debris is bagged, wrapped, or containerized, waste transfer from the regulated abatement work area as per this Section, shall occur when no gross removal is taking place.

(b) **First Cleaning.** External surfaces of contaminated bags/containers and equipment shall be cleaned by wet wiping or HEPA-vacuuming or both in the regulated abatement work area before moving such items into the waste decontamination system washroom by persons assigned to this duty.

(1) **Exception.** Minor size regulated abatement work areas that do not have a contiguous washroom, are allowed to have all waste bag/container cleaning with additional containerization completed within that work area. The waste generated shall be immediately bagged/containerized within the regulated abatement work area. Once the abatement and cleaning is complete within the regulated abatement work area, each waste bag/container shall be wet-wiped, placed in a second bag/container and sealed airtight (except for non-porous drums which shall be washed and dried only), labeled with the generator's name, location generated and other caution labels as per current EPA NESHAP regulation requirements, then moved to the airlock. The waste bags/container shall then be transferred to the secured waste trailer/dumpster for disposal by appropriate legal method.

(c) **Washroom Procedures**. All bagged/containerized contaminated items and asbestos waste shall be passed into the washroom during waste transfer operations. Workers from uncontaminated areas in full protective clothing and appropriate respiratory protection shall enter the washroom and place the appropriate supply of specified clean waste bags/containers within the washroom. One team of workers shall be stationed in the washroom for bag/container cleaning and additional containerization as necessary. The workers shall ensure all curtained doorways are closed during the waste container transfer procedure and that all bags/containers are sealed properly before removing for transport and disposal.

(1) **Additional Cleaning.** Once in the waste decontamination system, external surfaces of the contaminated bags/containers and equipment shall be cleaned an additional time by wet cleaning in the washroom.

(2) **Additional Containerizing.** Once the additional cleaning is completed and the cleaned bags/containers of asbestos waste are dried of any excessive pooled or beaded liquid, they shall be placed in a clean uncontaminated plastic bag or wrapped in sheeting (except for non-porous drums which shall be washed and dried only), as the items physical characteristics demand, and sealed airtight. When the bags/containers are moved to the holding area, lockable trailer, or lockable hardtop dumpster, the bags/containers shall be appropriately labeled with the date they are moved from the waste decontamination system marked on the container in waterproof markings. Caution labels as per the requirements of current EPA NESHAP regulations, including the generator's name and location generated shall also be affixed at this time.

(3) **Removal to Airlock or Small Project Clean Room.** The equipment and cleaned/containerized waste shall be moved into the airlock, or for Small projects to the clean room, that leads from the washroom. The washroom workers shall not enter this airlock, Small project clean room or the regulated abatement work area until waste transfer is finished for that transfer period. Once waste transfer is complete, the washroom workers shall proceed to the regulated abatement work area and then to the personal decontamination system, or immediately to the remote personal decontamination system.

(d) **Removal to Holding Area, Lockable Trailer Or Lockable Hard Top Dumpster.** Bags/containers and equipment shall be moved from the airlock and into the holding area, or directly from the holding area to the lockable trailer or lockable hardtop dumpster by persons attired in clean personal protective equipment who have entered from uncontaminated areas. Asbestos waste may stay in the holding area no longer than one (1) week or in a lockable trailer or lockable hard top dumpster until filled, but in no instance longer than ten (10) calendar days after successful completion of Phase II C for all regulated abatement work areas at the site.

(e) **Cart Usage and Cleaning**. The cleaned containers of asbestos waste and equipment shall not be stored in the clean room but shall be placed in holding carts adjacent to but outside of the clean room, after passing through the decontamination unit. The carts may be used for temporary storage adjacent to the clean room until the end of the work shift.

(f) **Holding Carts.** The carts shall be watertight and have doors or tops that shall be closed and secured. The carts shall be HEPA-vacuumed and wet cleaned at least once a day.

(g) **Trailers and Dumpsters.** Waste transport trailers and dumpsters used to transport RACM waste, shall be hard topped, lockable and lined with two (2) layers of six (6) mil fire-retardant polyethylene. Prior to transport from the work site, all waste trailers and dumpsters shall be sealed to ensure air, dust and watertight integrity, utilizing six (6) mil plastic, duct tape and expandable foam sealant as necessary. The waste transporter is responsible for

cleaning/decontamination of waste trailers or dumpsters, once the waste has been properly disposed of at the appropriately licensed and permitted landfill facility. Waste haulers (truck drivers) accessing the work area to remove waste trailers/dumpsters do not require certification as asbestos handlers. Waste hauler truck operators shall be allowed within the regulated work area for loading of waste and shall remain in their vehicle with the windows up and the ventilation system off while in the work area.

(h) **Enclosure Security.** The entrance to and exit from the waste decontamination system enclosure(s) shall be secured to prevent unauthorized entry. Signs per Section 56-7.4 shall be posted at the entrance to the decontamination units.

(i) **Assigned Persons For Small Asbestos Projects.** Where only one egress exists and the shower is used as a waste removal washroom, workers shall be stationed in each area/room of the decontamination system enclosure to transfer/process the contaminated bags/containers and equipment through adjacent areas/rooms as per this Section. These workers shall not cross into the adjacent areas/rooms until waste transfer is finished for that transfer period and all other workers have decontaminated as per this Part. The clean room/holding area workers shall enter from uncontaminated areas attired in clean personal protective equipment. The clean room shall not be used as a holding area, but shall be used as a waste bag/container transfer area for loading waste bags/containers into carts, for immediate transfer to the waste transport trailer/dumpster.

SUBPART 56-9

PHASE II C FINAL CLEANING AND CLEARANCE PROCEDURES

56-9.1 Final Cleaning Procedures. The following cleanup procedures shall be required after completion of Phase II B activities:

(a) **Continuous Negative Pressure Ventilation.** If required during Phase IIB, the negative pressure ventilation units shall remain in continuous operation during implementation of Phase IIC, including observance of settling/waiting periods and drying times.

(b) **First Cleaning, Lockdown Encapsulation and Top Layer Removal.** All surfaces of the regulated abatement work area shall be first wet-cleaned using rags, mops and sponges. For collecting excess liquid and wet debris, a wet purpose HEPA filtered shop vacuum may be used and shall be emptied prior to removal from the regulated abatement work area. When the first cleaning has been completed, a thin coat of a lockdown encapsulant agent shall be applied to all surfaces within the regulated abatement work area which were not the subject of removal or abatement. In no event shall lockdown encapsulant be applied to any surface which was the subject of removal or other abatement response activity, prior to obtaining satisfactory clearance air results for the regulated abatement work area. Once the lockdown encapsulant has been applied, and the appropriate waiting/settling or drying time requirements of this Subpart have been met, the cleaned, exposed top barrier layer of plastic sheeting shall then be removed from walls, ceilings and floors. Windows, doors, HVAC system vents and other openings shall remain sealed. Decontamination system enclosures shall remain in place and shall continue to be utilized.

(c) **Second Cleaning and Bottom Layer Removal**. After the top layer of plastic sheeting has been removed, all objects and surfaces in the regulated abatement work area shall be HEPA-vacuumed and then wet-cleaned. After the second cleaning and waiting/settling or drying time requirements of this Subpart, then the remaining bottom layer of plastic sheeting on walls, ceilings and floors shall be removed. All windows, doors, HVAC system vents and all other openings shall remain sealed.

(d) **Third or Final Cleaning and Visual Inspection.** After the bottom layer of plastic sheeting has been removed, all objects and surfaces in the regulated abatement work area shall be HEPA-vacuumed and then wet-cleaned. After the final cleaning is complete, clearance air sampling shall not commence until the appropriate waiting/settling or drying time requirements of this Subpart have elapsed and a visual inspection has been completed by the project monitor to confirm that the scope of abatement work for the asbestos project is complete, and no visible asbestos debris/residue, pools of liquid, or condensation remain. The asbestos abatement contractor supervisor must complete a satisfactory

visual inspection for completeness of abatement and cleaning, prior to commencement of the project monitor visual inspection.

(1) **Project Monitor Visual Inspection.** An appropriately trained and certified project monitor, contracted by the building/structure owner, independent of the asbestos abatement contractor, shall complete the visual inspection. The project monitor visual inspection for completeness of abatement and completeness of cleanup shall be performed as per the provisions of the current ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects". If the property owner is the asbestos abatement contractor for the asbestos project, the owner shall contract with an independent project monitoring firm asbestos contractor for the necessary visual inspection on the asbestos project. The asbestos abatement contractor and property owner, prior to the scheduling of the required visual inspection, shall provide a complete abatement scope of work for the asbestos project to the project monitor. An entry shall be made into the asbestos abatement contractor supervisor's daily log by both the supervisor and the individual performing the inspection, detailing the findings of the visual inspection. The full name and NYSDOL asbestos handling certificate number of the certified individual performing the inspection shall also be documented in the supervisor's daily log.

(e) **Exemption From Multiple Cleaning And Sheeting Removal.** When the regulated abatement work area is not required to be plasticized, or when a tent enclosure unit is used, one thorough final cleaning followed by the observance of the appropriate waiting/settling or drying time requirement of this Subpart shall be required. For regulated abatement work areas where one (1) layer of plastic sheeting is allowed, such as the use of spray plastic or pre-demolition asbestos projects, two (2) cleanings (first and final), each followed by observance of the appropriate waiting/settling or drying time requirements of this Subpart is required. Cleanings shall consist of all surfaces in the regulated abatement work area being HEPA vacuumed first and then wet-cleaned.

(f) **Waiting/Settling And Drying Times Requirements.** For sequential removals as per Section 56-8.6(b), the most stringent waiting/settling/drying time shall be observed.

(1) The following waiting and drying times per material abated shall be observed for each stage of cleaning as per this Subpart:

(i)	fireproofing, plaster, TSI and other friable materials	- 12 hours
(ii)	abrasive removals of floor tile/mastic with machinery (such as a bead blaster, grit blaster, etc.)	- 12 hours
(iii)	manual removal of floor tiles/mastic	- 4 hours
(iv)	manual abatement of interior non-friable materials	- 4 hours

(v) Incidental disturbance asbestos project - 4 hours

(vi) tent with glovebag abatement of TSI - 2 hours

(vii) intact transite panel removals indoors - 2 hours

(viii) Exterior non-friable ACM abatement without negative pressure enclosure - None

(h) **Decontamination of Tools & Equipment.** All equipment (except negative air ventilation system) and tools shall be removed from the regulated abatement work area and properly decontaminated as per this Part, prior to commencement of clearance air sampling.

56-9.2 Air Sampling Requirements.

(a) **Personal Air Sampling.** Air sampling shall be performed in the worker's breathing zone, by the asbestos contractor for his personnel, as required by current OSHA regulations.

(b) **Daily Air Sampling.** Project air sampling shall be conducted daily for the full workshift for Large projects, until satisfactory clearance air results have been obtained for the regulated abatement work area. If more than one (1) daily workshift is required to accomplish the work, air sampling shall be performed on each workshift. Air sampling is not required on days when there are no Phase II C activities.

(1) **Number And Location Of Samples – Large Asbestos Projects.** A minimum of five (5) samples shall be taken on a daily basis. The location of samples to be taken are the same as specified for Phase IIA and IIB. (See Section 56-7.1 and Table 2 within Subpart 56-4)

(2) **Work Stoppage Criteria During Phase II C Abatement Procedures.** If air samples collected outside the regulated abatement work area indicate airborne fiber concentrations at or above 0.01 fibers per cubic centimeter, or the established background level, whichever is greater, work shall stop immediately for inspection and repair of barriers and negative air ventilation systems as necessary. Clean up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet-cleaning methods shall be performed prior to resumption of abatement activities. A summary of the elevated results, clean up activities, the results of barrier and negative air system inspections including any necessary repairs, shall be documented in the asbestos abatement contractor supervisor's daily project log. Work methods shall be altered accordingly to reduce fiber concentrations to acceptable levels.

(c) **Exemption From Daily Air Sampling.** Daily air sampling is not required on exterior asbestos projects with abatement of non-friable ACM roofing, siding, caulking or glazing compound, tars, sealers, coatings or other NOB ACMs,

unless the ACM is rendered friable during removal, or debris falls inside the building/structure.

(d) **Clearance Air Sampling.** There is no exemption from these requirements for Small or Large size negative pressure tent enclosure work areas. The amount of material abated within each regulated abatement work area determines the project size clearance air sampling requirements for each regulated abatement work area.

(1) **Aggressive Sampling Techniques.** The following aggressive sampling techniques must be used for Phase II C clearance air sampling:

(i) **Pre-Sampling Agitation.** Before starting the air sampling pumps, the exhaust of forced air equipment shall be directed against all walls, ceilings, floors, ledges, and other surfaces in the rooms. This shall continue for at least five (5) minutes per 1,000 square feet of floor space.

(ii) **Ongoing Agitation.** At least a 20-inch fan shall be placed in the center of each room. One (1) fan per 10,000 cubic feet of room space shall be used. The fan shall be operated on slow speed and pointed toward the ceiling.

(iii) **Begin Sampling.** The sampling pumps shall then be turned on.

(iv) **End Sampling.** When sampling has been completed, the sampling pump shall be turned off first, followed by the fan.

(2) **Number and Location of Samples - Large Project.** A minimum of ten (10) area samples shall be taken. Five (5) samples shall be taken inside the regulated abatement work area and five (5) samples shall be taken outside of the regulated abatement work area within the building or structure in uncontaminated areas that are within ten (10) feet of the isolation barriers. One additional inside sample shall be required for every 5,000 sq. ft. above 25,000 sq. ft. of floor space within the regulated abatement work area. If the entire building/structure is the regulated abatement work area, the five (5) area samples outside the regulated abatement work area shall be eliminated and one (1) sample shall be collected outside the building/structure within ten (10) feet of isolation barriers.

(3) **Number and Location of Samples - Small Project.** A minimum of six (6) samples shall be taken. Three (3) samples shall be taken inside the regulated abatement work area and three (3) samples shall be taken outside of the regulated abatement work area, within the building or structure, in the uncontaminated areas within ten (10) feet of the isolation barriers. If the entire building/structure is the regulated abatement work area, the three (3) area samples outside the regulated abatement work area shall be eliminated and one (1) sample shall be collected outside the building/structure within ten (10) feet of the isolation barriers.

(4) **Number And Location Of Samples – Minor Asbestos Projects & Minor Size Regulated Abatement Work Areas.** For a Minor asbestos project, air samples are not required unless the glove bag or tent fails or if it is an incidental disturbance asbestos project, in which case the following sampling will be required. Also, if a Minor size regulated abatement work area is part of a Small or Large asbestos project, the following sampling will be required per minor size regulated abatement work area.

(i) **Clearance Air Sampling.** A minimum of two (2) samples shall be collected. One (1) sample shall be collected inside the regulated abatement work area and one (1) sample shall be collected outside of the regulated abatement work area, within the building or structure, in an uncontaminated area within ten (10) feet of the isolation barriers.

(e) **Exemption From Clearance Air Sampling.** Clearance air sampling is not required for exterior asbestos projects completed without a negative pressure enclosure. When dearance sampling is not required as per this Part, once the final cleaning is complete, the appropriate waiting/settling or drying time requirements, as defined in Section 9.1 shall commence. Once the appropriate time period has elapsed, a visual inspection shall be completed by the project monitor to confirm that the scope of abatement work for the asbestos project is complete, and no visible asbestos debris/residue, pools of liquid, or condensation remain. The asbestos abatement contractor supervisor must complete a satisfactory visual inspection for completeness of abatement and cleaning, prior to commencement of the project monitor visual inspection.

(1) **Project Monitor Visual Inspection.** An appropriately trained and certified project monitor, contracted by the building/structure owner, independent of the asbestos abatement contractor, shall complete the visual inspection. The project monitor visual inspection for completeness of abatement and completeness of cleanup shall be performed as per the provisions of the current ASTM standard E1368 “Standard Practice for Visual Inspection of Asbestos Abatement Projects”. If the property owner is the asbestos abatement contractor for the asbestos project, the owner shall contract with an independent project monitoring firm asbestos contractor for the necessary visual inspection on the asbestos project. The asbestos abatement contractor and property owner, prior to the scheduling of the required visual inspection, shall provide a complete abatement scope of work for the asbestos project to the project monitor. An entry shall be made into the asbestos abatement contractor supervisor’s daily log by both the supervisor and the project monitor performing the inspection, detailing the findings of the visual inspection. The full name and NYSDOL asbestos handling certificate number of the certified project monitor performing the inspection shall also be documented in the supervisor’s daily log. If the regulated abatement work area is determined to be acceptable, this qualified project monitor may

authorize breakdown of the regulated abatement work area, removal of all remaining barriers and waste removal from the site.

(2) **Exemption from Project Monitor Visual Inspection.** Asbestos projects which are exempt from clearance air sampling requirements at one or two-family owner occupied residential buildings/structures, are also allowed an exemption from the project monitor visual inspection requirements. For asbestos projects utilizing this exemption, once final cleaning is complete, a visual inspection shall be completed by the asbestos abatement contractor's supervisor to confirm that the scope of abatement work for the asbestos project is complete, and no visible debris/residue, pools of liquid, or condensation remain. The results of this inspection shall be documented by the asbestos abatement contractor's supervisor in the asbestos abatement contractor daily project log, and once the asbestos project is complete the asbestos abatement contractor's supervisor shall also obtain the owner's written acceptance of the final results of the asbestos project within the daily project log.

(f) **Satisfactory Clearance Air Sample Results.** The clearance air sample results shall be considered acceptable when the clearance criteria in Section 56-4.11 have been satisfied.

(g) **Unsatisfactory Clearance Air Sample Results.** Required actions if the non-exempt regulated abatement work area clearance air sampling results are unsatisfactory are as follows:

(1) **Recleaning.** If the results of inside work area group of air samples are unsatisfactory, recleaning of regulated abatement work area surfaces using wet methods is required, with the negative air pressure equipment operating as per the requirements of this Part. If only the results of the outside work area group of air samples are unsatisfactory, clean-up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet-cleaning methods shall be performed.

(2) **Collection of New Samples.**

(i) If the results for the inside work area group of air samples are unsatisfactory, after recleaning of work area surfaces, clearance air sampling shall not commence until the appropriate waiting/settling or drying time requirement as per Section 56-9.2(f) has elapsed and no visible asbestos debris/residue, pools of liquid, or condensation remain, then collection and analysis of an additional full set (both inside and outside work area samples) of clearance air samples as required by Section 56-9.2(d) shall be completed. Samples shall be placed in the same positions as before, and the new samples analyzed for concentrations of airborne fibers.

(ii) If only the results for the outside work area group of air samples are unsatisfactory, following clean-up of surfaces outside of the regulated abatement work area, collection and analysis of an

additional group of outside work area clearance air samples as required by Section 56-9.2(d) shall be completed. Samples shall be placed in the same positions as before, and the new samples analyzed for concentrations of airborne fibers.

(3) **Repeating Air Sampling and Analysis.** The requirements of this Subdivision shall be repeated until satisfactory clearance air sampling results have been achieved, for all non-exempt regulated abatement work areas throughout the entire work site.

56-9.3 Dismantling of Regulated Abatement Work Area.

(a) **Collapsing and Containerizing of Tent Enclosures.** Each tent enclosure and airlock shall not be dismantled until clearance air sampling has been performed and satisfactory results obtained. The plastic sheeting which formed the tent, airlock, and the contents thereof, shall be fully collapsed, starting from the top and working downward. The tent and contents shall be placed in at least a six (6) mil plastic bag or hardwall container, sealed airtight with duct tape and removed for disposal. The plastic sheeting shall be treated as contaminated material and properly disposed of as asbestos waste.

(b) **Removal of Tools and Equipment.** All remaining tools and equipment shall be removed from the regulated abatement work area after proper decontamination as per this Part.

(c) **Removal of Remaining Barriers.** Once the asbestos abatement contractor receives satisfactory clearance air sample results, or an acceptable visual inspection for an exempt regulated abatement work area, and all tools and equipment are removed, all remaining polyethylene, duct tape, expandable foam and other barrier materials shall be bagged, wrapped or containerized and labeled as asbestos waste. Temporary hardwall barriers must be dismantled and removed from the site. If any debris/residue is observed behind barriers, it shall be removed and bagged/containerized followed by HEPA-vacuuming and wet-cleaning of the surfaces that were hidden behind the barrier. All waste generated shall be removed to the holding area, lockable trailer or lockable hardtop dumpster as per Section 8.9 of this Part. The asbestos abatement contractor's supervisor shall then conduct a final inspection of the regulated abatement work area to certify that the abatement work is complete and no debris/residue remains. The results of the final inspection for each regulated abatement work area shall be noted in the asbestos abatement contractor supervisor's daily project log.

(d) **Removal of Decontamination Enclosure.** After all other remaining isolation barriers, tools and equipment have been removed from the regulated abatement work area, the remaining decontamination enclosure for the regulated abatement work area must be dismantled and removed from the work site. All plastic sheeting shall be removed and disposed of as asbestos waste.

SUBPART 56-10

PHASE II D FINAL WASTE REMOVAL FROM SITE REQUIREMENTS.

56-10.1 Air Sampling Requirements.

(a) **Satisfactory Clearance Air Results.** Satisfactory clearance air results must be obtained, for all non-exempt regulated abatement work areas, before final waste removal from the site may be completed as per this Subpart.

56-10.2 Removal of Tools and Equipment. All remaining tools and equipment shall be removed from the work site after proper decontamination.

56-10.3 Removal of Remote Decontamination Enclosures. After all regulated abatement work areas for the asbestos project have been dismantled as per Section 56-9.3, any remaining remote decontamination enclosures must be dismantled and removed from the work site. All plastic sheeting shall be removed and disposed of as asbestos waste.

56-10.4 Removal of Waste from the Site. All waste generated as part of the asbestos project shall be removed from the site within ten (10) calendar days after successful completion of Phase II C for all regulated abatement work areas at the site. All waste generated during the asbestos project shall be legally disposed of at an approved landfill facility. All generated waste removed from the site must be documented, accounted for and disposed of in compliance with the requirements of EPA NESHAP.

SUBPART 56-11
SPECIAL PROJECTS

56-11.1 In-Plant Operations.

(a) **Air Sampling and Analysis.** Air sampling and analysis on all asbestos projects conducted under this Section shall be conducted in accordance with the requirements of Subpart 56-4 of this Part.

(b) **Where Allowed.** In-plant operations permissible under this Subpart are only those that meet all of the following criteria:

(1) Any work within the premises of an employer other than the State, any political subdivision of the State, a public authority or other governmental agency or instrumentality thereof, in an area to which persons other than those directly involved in the work shall not have access during the course of the work, and which is performed in a manner consistent with federal regulations promulgated under the Federal Occupational Safety and Health Act, pursuant to Chapter 15 of Title 29 of the United States Code and is performed in a manner which shall not expose the public to airborne fibers in excess of background levels or .01 fibers per cubic centimeter, whichever is greater, provided that the work involves the encapsulation, enclosure, removal, repair, disturbance or handling of

(i) less than 160 square feet or 260 linear feet of ACM, PACM, or asbestos material and is performed by employees of such employer or

(ii) any quantity of Non-friable Organically Bound (NOB) asbestos material currently in a non-friable intact condition, provided the abatement methods will not render the asbestos material friable during abatement. Only ELAP approved laboratories compliant with Section 56-4.2 of this Part, can make the determination that bulk samples of a non-friable suspect ACM are NOB asbestos materials.

(c) **Limitations.** The "in-plant operations" exception created in Section 901(12) of the Labor Law is limited in scope, as follows:

(1) There is no exemption from requirements for licensing and certification as per this Part. (See Subpart 56-3 of this Part.)

(2) There is no exemption from air sampling or asbestos survey requirements as per this Part. (See Subparts 56-4 and 56-5 of this Part.)

(3) There is no exemption from requirements for project notification or from notice to residents or occupants as per this Part. (See Sections 56-3.4, 56-3.5, and 56-3.6 of this Part, respectively.)

(4) There is no exemption from record-keeping requirements of Labor Law, Section 904 and Section 56-3.4(a) of this Part.

(5) For all of these purposes, in-plant operations are asbestos projects as defined in Section 56-2.1 of this Part.

(6) There is a limited exemption from other Part 56 work practices where all of the following conditions are met:

(i) the project takes place within the premises of the nonpublic employer;

(ii) the project takes place in an area to which persons other than those directly involved in the work shall not have access during the course of the work;

(iii) the project is performed in a manner consistent with current OSHA regulations;

(iv) the project is performed in a manner which shall not expose the public to airborne fiber concentrations exceeding background levels or .01 fibers per cubic centimeter, whichever is greater; and

(v) the project:

(a) involves encapsulation, enclosure, removal, repair, disturbance or handling of less than 160 square feet or 260 linear feet of ACM, PACM or asbestos material and work is performed by employees of the employer; or

(b) involves the encapsulation, enclosure, removal, disturbance, repair or handling of NOB asbestos materials. If the materials listed in this clause are involved and no asbestos material will be rendered friable during abatement, an employer may employ an outside asbestos abatement contractor (i.e., the work need not be performed by employees of such employer.)

(d) **In-plant Operations Regulated Abatement Work Area.** Every location where an in-plant operation is performed shall be considered to be a regulated abatement work area for purposes of this Subpart.

(e) **Licensing, Notification and Certification.** Asbestos contractors and other individuals engaged in asbestos projects conducted under this Subpart shall comply with the requirements of Subpart 56-3 of this Part.

(f) **Failure to Meet "In-Plant Operations" Criteria.** If, at any time prior to, during or subsequent to the asbestos project, conditions are such that any of the criteria of Subdivision (c) of this Section are not met, all anticipated, current and further work or activity on such project shall be conducted in accordance with all requirements of Part 56.

56-11.2 Emergency Projects.

(a) **Air Sampling and Analysis.** Air sampling and analysis on emergency asbestos projects shall be conducted in accordance with the requirements of Subpart 56-4.

(b) **Where Allowed.** Permissible under this Section are only those projects that are deemed by the Commissioner or his or her duly authorized representative as being necessary to respond to an unexpected, unanticipated or unforeseen occurrence, including but not limited to, an incidental disturbance of ACM, PACM or asbestos material, a steam, chemical, gas or water line rupture, or boiler failure or a building/structure collapse, which poses

(1) an imminent danger to the health and safety of the public or

(2) an asbestos related risk to the health and safety of the public from release of airborne asbestos fibers.

(c) **Licensing and Certification.** Emergency asbestos projects conducted under this Subpart shall comply with the requirements of Sections 56-3.1, 56-3.2 and 56-3.3 of this Part.

(d) **Notification.** Prior to the commencement of an emergency asbestos project, the asbestos abatement contractor shall comply with the emergency asbestos project notification requirements set forth in Sections 56-3.5 and 56-3.6.

(e) **Approved Emergency Project.** If permission to proceed as an emergency asbestos project is granted as per this Subdivision and Section 56-3.5, all work done on the project must be performed in a manner consistent with applicable provisions of this Part or with approved variance conditions required by the Commissioner or his or her designee. If the asbestos project will be completed using alternative procedures defined within a site-specific variance, the approved variance decision must be obtained prior to proceeding with the asbestos project. If permission to proceed with the emergency asbestos project is denied, all work shall be performed in accordance with all applicable provisions of this Part.

(f) **Corrective Actions for Incidental Disturbance of Asbestos Containing Materials:**

(1) Upon discovery, the affected area shall be cordoned off with barrier tape at a distance of twenty-five (25) feet from the outer most limit of the disturbance. This shall be considered the regulated abatement work area for the cleanup of the disturbed materials. The regulated abatement work area shall be immediately cordoned off and adequate signage shall be posted as described in Subpart 56-7.4. <u>After evaluation and emergency notification for the incidental disturbance as per Section 3.5, the following applies:</u>

(i) A minimum of a Small project decontamination system enclosure, which may be remote from the work area, shall be installed and utilized for the asbestos project. For interior regulated abatement work areas, critical barriers shall be installed as per Section 56-7.11, or an appropriately sized tent enclosure shall be installed to

serve as an isolation barrier, dependent upon the size and configuration of the area disturbed. Then negative air ventilation systems shall be established as per Section 56-7.8(a).

(ii) For outdoor regulated abatement work areas, all adjacent building openings within twenty-five (25) feet of the outermost limit of the disturbance shall be sealed with two (2) layers of six (6) mil fire retardant plastic sheeting.

(2) Tent enclosures, if necessary, shall be constructed as per Section 56-7.11(f)(1) to surround the area of disturbance. The tent shall be sealed to the surfaces beyond the limits of contamination, and those surfaces of the tent enclosure (wall, ceiling, or floor) shall not require plastic sheeting. An attached airlock is required.

(3) Due to the nature of this work, background air samples shall not be required.

(4) Wet methods shall be employed to minimize further disturbance of the affected material during cleanup activities. No removal of undisturbed ACM, PACM or asbestos material shall be allowed during the incidental disturbance cleanup emergency asbestos project.

(5) **Visual Inspection.** Once final cleaning is complete, a visual inspection shall be completed by the asbestos abatement contractor's supervisor to confirm that the scope of abatement work for the asbestos project is complete, and no visible debris/residue, pools of liquid, or condensation remain.

(6) **Removal of Personal Protective Equipment**. The worker's disposable protective clothing shall be removed and left in the incidental disturbance work area upon exiting.

(7) **Exiting Procedures.** After exiting the tent, workers shall immediately don clean protective clothing within the attached airlock. Workers shall then proceed immediately to a shower for decontamination.

(8) **Final Cleaning and Clearance Procedures.** Final clean-up procedures shall comply with Section 56-9, except that only one (1) stage of cleaning (final) is to be performed. Lockdown encapsulant use is not required except for porous contaminated surfaces subject to cleaning. After clean-up is complete, a visual inspection followed by completion of clearance procedures, shall be performed consistent with the requirements of Subpart 56-9.

56-11.3 Minor Asbestos Projects or Minor Size Regulated Abatement Work Area.

(a) **Air Sampling and Analysis.** Air sampling and analysis on a Minor asbestos project or Minor size regulated abatement work area conducted under this Section shall be conducted in accordance with the requirements of Subpart 56-4 of this Part.

(b) **Where Allowed.** For asbestos projects or regulated abatement work areas with abatement of less than or equal to ten (10) square feet or twenty-five (25) linear feet of ACM, PACM or asbestos material, Phase II Minor asbestos project abatement procedures as per this Section may be complied with in lieu of full compliance with Sections 56-7 through 56-9. All other requirements of this Part shall apply. Minor asbestos project corrective actions shall include limited enclosure, spot repair/patching, incidental disturbance clean-up, spot removal, and spot encapsulation. All corrective actions except spot removal shall be performed using non-asbestos material. Repairs where spot removal has occurred shall also utilize non-asbestos material. The regulated abatement work area shall be established as per the requirements of Section 56-7.4.

(c) **Ventilation for Power Tools.** Power tools used to drill, cut, or otherwise disturb asbestos material in Minor size regulated abatement work areas, shall be manufacturer equipped with HEPA-filtered local exhaust ventilation.

(d) **Glovebag Use.** Glovebag operations shall be performed within negative pressure tent enclosures, and shall utilize commercially available glovebags of at least six (6) mil, transparent plastic and no larger than needed. See Section 56-7.11 regarding tent construction and Section 56-8.4 regarding proper glovebag procedures. For an isolated event necessary for repair associated with normal operations and maintenance activities, a single glovebag operation may be performed without a negative pressure tent enclosure.

(e) **Tent Use.** Tents may be used to perform Minor size asbestos abatement, with or without the use of glovebags. Commercially available tents with floors, walls and ceilings of at least one layer six (6) mil, fire-retardant plastic or a constructed tent per Section 56-7.11(f)(1) of this Part may be used. When utilizing a tent for Minor size asbestos projects, the following shall be required:

(1) **Personal/Equipment Decontamination Room or Area.** An existing room or area that is adjacent to the regulated abatement work area shall be used for the decontamination of personnel and equipment. The room or area shall be covered by an impermeable dropcloth on the floor or horizontal working surface. The room or area must be of sufficient size to accommodate cleaning of equipment and removing personal protective equipment. Work clothing must be cleaned with a HEPA vacuum before it is removed. All equipment and surfaces of asbestos waste bags/containers must be cleaned prior to removing them from the decontamination room or area. All personnel must enter and exit the regulated abatement work area through the decontamination room or area.

(2) **Personal Protective Equipment.** All persons shall don appropriate personal protective equipment before entering the tent in compliance with current OSHA regulations. Authorized visitors entering the tent shall also don NIOSH-approved respiratory protection.

(3) **Exhausting the Tent.** A HEPA-vacuum or other negative pressure HEPA-filtered ventilation equipment shall be used to continuously exhaust

the tent in accordance with Sections 56-7.8(a) and 56-7.11(f)(1) of this Part.

(4) **Amended Water.** All material to be removed shall be saturated with amended water as specified in this Part.

(5) **Abatement Procedures.** Asbestos material shall be removed and sealed in plastic bags prior to removal from tent. Edges of asbestos material remaining shall be encapsulated or sealed with wettable cloth.

(6) **Sealing of Surfaces and Edges.** The substrate from which asbestos was removed and any exposed edges shall be sealed with encapsulant.

(7) **Clean Up.** Cleanup shall be accomplished as follows:

(i) **Method.** All accumulations of asbestos waste material shall be containerized and removed. HEPA-vacuums shall be used to clean all surfaces after gross cleanup.

(ii) **Removal of Contaminated Equipment and Waste.** Contaminated equipment and all containerized waste shall be removed from the regulated abatement work area.

(iii) **Cleanup of Surfaces.** All surfaces in the regulated abatement work area shall be wet-cleaned using rags, mops or sponges.

(iv) **Waiting Period.** Negative pressure HEPA-ventilated air equipment shall be operated for a minimum of twenty (20) minutes following completion of final wet cleaning.

(8) **Visual Inspection.** Once final cleaning is complete, a visual inspection shall be completed by the asbestos abatement contractor's supervisor to confirm that the scope of abatement work for the asbestos project is complete, and no visible debris/residue, pools of liquid, or condensation remain.

(9) **Removal of Personal Protective Equipment**. The worker's disposable protective clothing shall be removed and left in the tent upon exiting.

(10) **Exiting Procedures.** After exiting the tent, workers shall immediately don clean protective clothing. Workers shall then seal the tent exit and, upon tent collapse, shut down the HEPA-vacuum.

(11) **Collapsing and Containerizing the Tent.** The plastic sheeting which formed the tent, and the contents thereof, shall be fully collapsed, starting from the top and working downward. The tent and contents shall be placed in at least a six (6) mil plastic bag or hardwall container, sealed airtight with duct tape and removed for disposal.

(12) **Showering.** Workers shall proceed immediately to a shower for decontamination.

(13) **Failure.** Actions to be taken in the event of loss of tent integrity are detailed within Section 56-8.4(j) of this Part.

56-11.4 Pre-Demolition Asbestos Abatement Projects. The following Phase II abatement procedure modifications shall apply for building/structures planned for demolition. All ACM, PACM or asbestos material must be removed from a building/structure and the asbestos project completed, prior to commencement of demolition activities.

(a) **Air Sampling and Analysis.** Air sampling and analysis on asbestos projects conducted under this Section shall be conducted in accordance with the requirements of Subpart 56-4.

(b) **Regulated Abatement Work Area Preparation.** Regulated abatement work area preparation shall be as per Subpart 56-7, except as follows:

(1) **Timing - Removal of Salvage.** Objects that can be removed from the regulated abatement work area without disturbing friable ACM prior to beginning Phase II B abatement procedures shall be completed as follows. The removal of nonporous, movable or non-movable salvage shall occur after critical barriers, isolation barriers and decontamination enclosures are in place in that portion of the building or structure, and only after salvage has been wet-cleaned and HEPA-vacuumed.

(2) **Floor, Wall & Ceiling Plasticizing and Sealing.** All porous floor, wall and ceiling surfaces, except where abatement of ACM, PACM or asbestos material shall be performed on those specific surfaces, shall be covered with one (1) layer of, at a minimum, six (6) mil fire-retardant plastic sheeting. The floor shall be plasticized first, and its plastic sheeting shall extend up the walls a distance of at least twelve (12) inches on all sides. The walls shall then be plasticized by applying plastic sheeting from the ceiling to the floor, overlapping the floor sheeting by at least twelve (12) inches. Next, the ceiling shall be plasticized, overlapping the walls by at least twelve (12) inches, to form a secure airtight seam. If the floor surface is not to be plasticized, it shall be made watertight. All seams in the plastic shall be sealed watertight and airtight.

(3) **Suspended Ceilings.** Suspended ceiling tiles and T-grid components in proximity to friable ACM shall remain in place until the regulated abatement work area has been fully prepared in accordance with this Section, and electrical and HVAC systems have been shut down. These potentially contaminated suspended ceiling components shall be removed at the completion of the remaining work area preparation, including establishment of negative air ventilation systems, prior to commencement of Phase II B activities. These removed ceiling components shall be bagged/containerized and disposed of as asbestos waste. Critical barriers shall be installed above the suspended ceiling as per Section 56-7.11(a), prior to the commencement of Phase IIB abatement.

(4) **Elevators.** Elevators running through the regulated abatement work area shall conform to the following:

(i) The elevator door in the regulated abatement work area shall be enclosed per Section 56-7.11(d).

(ii) Elevators not remaining in use shall have the fuses removed and the power switch locked in the open position.

(iii) Elevator shafts shall not be used as waste chutes for asbestos waste material.

(iv) Elevators that remain in use shall conform to the additional procedures to minimize the piston effects.

(a) Elevator controls shall be modified to bypass the regulated abatement work area.

(b) A third (final) layer of polyethylene is to be duct taped airtight but with slack so as to form a larger perimeter diaphragm. Air leakage across the barrier shall be corrected upon discovery, and the elevator shaft shall be checked for airborne asbestos contamination. If contamination is found in this area, the entire affected area shall be wet-cleaned prior to continuing any other work.

(c) This system shall be smoke tested daily.

(c) **Removal.** Removal of ACM, PACM and asbestos material shall proceed as per the requirements of Subpart 56-8.

(d) **Final Cleaning and Clearance Procedures.** Final clean-up and clearance procedures for pre-demolition abatement shall comply with Section 56-9, except that only two (2) stages of cleaning (first and final) are to performed. Lockdown encapsulant use shall be consistent with Section 9.1(b).

(e) **Final Waste Removal From the Site.** The requirements of Subpart 56-10 shall apply, once all asbestos project regulated abatement work areas have been completed.

56-11.5 Controlled Demolition with Asbestos in Place.

(a) **Air Sampling and Analysis.** Air sampling and analysis on an asbestos project conducted under this Section shall be conducted in accordance with the requirements of Subpart 56-4 of this Part.

(1) In addition to the requirement of Subpart 56-4.9(b-c), air monitoring within the work areas shall be conducted daily during abatement and cleaning activities. If more than one (1) shift daily is required to accomplish the work, air monitoring within the work area during abatement shall be performed on each shift, preferably at mid-shift timing.

(b) **Asbestos to Remain During Demolition.** A building/structure may be demolished with asbestos material in place, as per the requirements of this Section, when the following condition is met:

(1) **Building/Structure is Condemned.** A building or structure may be ruled structurally unsafe by a licensed Professional Engineer, Registered Architect, Building Inspector, Fire Inspector or other official of competent jurisdiction. The official shall attest to the condition of the building/structure in writing. A copy of the condemnation letter shall be attached to the project notification mailed to the Department of Labor and a copy shall be posted at the work site.

(c) **Controlled Demolition Procedures.** The following controlled demolition procedures shall be followed:

(1) **Project Size.** Unless the size of the project can be positively quantified it shall be deemed to be a Large project. The maximum fee shall accompany the notification.

(2) **Regulated Abatement Work Area.** The entire demolition area shall be considered the regulated abatement work area. This area shall be enclosed within a barrier to prevent unauthorized entry. Signage on this barrier shall be in accordance with Section 56-7.4. Orange construction fence or snow fence is acceptable for this purpose. For outdoor regulated abatement work areas, all adjacent building openings within twenty-five (25) feet of the outermost limit of the disturbance shall be sealed with two (2) layers of six (6) mil fire retardant plastic sheeting, and the exterior asbestos project regulated abatement work area shall extend a minimum of twenty-five (25') feet from the outermost limit of the disturbance.

(3) **Entrance or Exit.** Entrance or exit of all persons and equipment shall be through one (1) designated and controlled “access way” in the barrier or fence, which shall provide a means of egress from the regulated abatement work area.

(4) **Decontamination Areas.** All decontamination areas shall be within the regulated abatement work area. An equipment decontamination area shall be cordoned off within the worksite for cleaning of heavy equipment, i.e., backhoes, excavators, loaders, etc. The ground surface in this decontamination area shall be banked on the sides to confine the contaminated wastewater.

(5) **Equipment Decontamination.** Equipment shall be decontaminated prior to exiting the regulated abatement work area, utilizing a pressure wash system, after which all exposed surfaces inside and out shall be wet wiped. The surface below the equipment shall be scraped or cleaned of any residual asbestos contamination. This material shall be removed and disposed of as asbestos contaminated material.

(6) **Wet Methods.** No dry disturbance or removal of ACM, PACM or asbestos material shall be permitted.

(7) **Debris.** All debris generated by the demolition shall be considered to be asbestos contaminated waste (to be disposed of as RACM), except for

structural members, steel components and similar non-suspect items which shall be fully decontaminated as per this Part.

(8) **Wetted Demolition Waste.** The demolition waste shall be wetted on a continuous basis, that is, prior to, during and subsequent to its actual collection and removal. Fog nozzles or similar type of equipment shall be used to perform the wetting.

(9) **Wetted Piles of Waste.** Piles of waste not actively being worked on, i.e. piles being added to or portions being removed or piles left over extended periods of time, shall be covered with at least one layer of six (6) mil polyethylene to retain its moisture level and to prevent fiber release.

(10) **Wastewater.** Wastewater shall be confined within the controlled demolition regulated abatement work area. All wastewater shall be collected by means of trenching or ditches and directed into a holding tank. Disposal of such wastewater shall be in accordance with applicable laws and regulations. After wastewater has dissipated, the earth surface below the trenches and holding tank shall be scraped and any residual asbestos contamination removed and disposed of as asbestos contaminated waste.

(11) **Pending Disposal.** All demolition waste shall be placed in hard wall, closed containers or vehicles with at least two (2) layers of fire retardant six (6) mil plastic sheeting draped loosely over the sides of the load to facilitate being wrapped over the top of the load and sealed air tight prior to transport from the site. Dumpsters shall be considered to be hard wall containers. There shall be no visible emissions or water leakage from these containers.

(12) **Contaminated Earth Surfaces.** The earth surface below the rubble and or contamination areas shall be scraped clean of any residual asbestos contamination. This material shall be removed and disposed of as asbestos contaminated waste.

(13) **Final Cleaning and Clearance Procedures.** Final clean-up and clearance procedures for abatement shall comply with Section 56-9, except that only one stage of cleaning (final) is to be performed. Lockdown encapsulant use is not required.

(14) **Final Waste Removal From the Site.** The requirements of Subpart 56-10 shall apply, after all asbestos project regulated abatement work areas have been satisfactorily cleared.

56-11.6 Exterior Project Removal of Non-friable ACM Roofing, Siding, Caulking, Glazing Compound, Transite, Tars, Sealers, Coatings, and Other NOB ACMs. The following Phase II abatement procedures shall apply for exterior removal of non-friable asbestos-containing roofing, siding, caulking, glazing compound, transite, tars, sealers, coatings, and other NOB ACMs, currently in a non-friable intact condition, unless the ACM is rendered friable during removal or debris falls within the

building/structure. The asbestos project shall then be completed in accordance with all requirements of this Part, except Special Projects Subpart 56-11.

(a) **Air Sampling and Analysis.** Air sampling and analysis on asbestos projects conducted under this Section is not required unless the ACM is rendered friable during removal or debris falls inside the building/structure. Air sampling and analysis shall then be conducted in accordance with the requirements of Subpart 56-4.

(b) **Regulated Abatement Work Area Preparation.**

(1) **Establishment and Isolation of Regulated Abatement Work Area.** The immediate work area shall be considered to be the area from which the asbestos containing materials are actively being removed. The asbestos project regulated abatement work area shall extend twenty-five (25') feet from the perimeter of the immediate work area and shall have signage in accordance with Section 56-7.4. An airlock shall be required at the entrance to the regulated abatement work area to serve as a changing area, if the workers shall have to pass through enclosed publicly occupied space, such as from a roof through an interior stairway, to access the decontamination units.

(i) Where the asbestos project regulated abatement work area extends outward twenty-five (25) feet and extends downward one (1) floor to encompass a passage or vehicular door which must be used for either a primary entrance or by an emergency vehicle, thereby precluding sealing such door, a tunnel structure (with sides and roof) built of plywood sheeting, covered with at least two (2) layers of at least six (6) mil plastic, shall extend outward twenty-five (25) feet horizontally from the line of vertical projection of the roof edge downward to grade level

(2) **Preliminary Preparation.** Regulated abatement work area preparation shall also comply with Sections 56-7.2, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.9.

(3) **Decontamination System Location.** The personal decontamination system enclosures can be remote but must be within fifty (50) feet of the building/structure entrance used by the asbestos handlers (workers), and shall be removed only after obtaining satisfactory clearance air results for the regulated abatement work area or an acceptable visual inspection has determined that the abatement is complete, as per Section 56-9. 2(e).

(4) **Critical Barriers.** Prior to the placement of critical barriers, affected surfaces shall be pre-cleaned using HEPA-filtered vacuum equipment and wet cleaning methods. All openings within the regulated abatement work area shall be sealed with critical barriers installed as per Section 56-7.11(a), prior to beginning Phase II B activity on the project. The critical barriers shall be removed only after satisfactory clearance air sampling results have been obtained or the asbestos project is complete. The

requirements of Section 56-7.11(b-e) do not apply. Additional requirements are as follows:

Roofs:

(i) All openings (including operable windows, doors, ducts, grilles, communicating openings, etc.) one (1) story above and one (1) story below the roof level of the regulated abatement work area (this includes any building/structure within twenty-five (25) feet of the immediate work area), shall be sealed directly with two (2) layers of at least six (6) mil flame-retardant plastic sheeting. All vent openings which cannot be sealed shall be extended vertically a minimum of eight (8) feet and remain in operation.

(ii) A polyethylene drape or curtain may be used instead of plasticizing the windows individually. The drape may be removed after the asbestos project is complete.

(iii) The drape or curtain, if used, shall be made of two (2) layers of a continuous eighteen (18) foot curtain (drape) of at least six (6) mil plastic hung from the top of the wall or parapet. The plastic curtain shall be secured using nailer strips and ram set charges or other methods approved by the building/structure owner's authorized representative. The bottom of the plastic curtain shall be sufficiently weighted or anchored to prevent lifting due to winds. Curtain seams shall overlap at least twelve (12) inches and be sealed with duct tape front and back. The curtain ends and each seal shall be reinforced by stapling furring strips to the plastic. The plastic curtain shall extend a minimum of fifteen (15) feet beyond the last opening within twenty-five (25) feet of the regulated abatement work area. When removed, the plastic curtain shall be disposed of as asbestos waste.

(iv) Any windows on the floor below or above and within twenty-five (25) feet of the immediate work area need to be plasticized, but if safety reasons dictate, they may be plasticized from inside the building/structure.

(v) Any fixed or non-operable windows on the floor below or above and within twenty-five (25) feet of the immediate work area need not to be plasticized, but shall be sealed using caulking or duct tape.

Facades:

(vi) Removals without tents will require plasticizing or sealing of nearby windows within twenty-five (25) feet of the immediate work area, placement of dropcloths, plasticizing of a man-lift or scaffolding and other operational safeguards as outlined below.

(vii) For larger work area removals, any operable windows or openings to the building at the work level or on the floor below within twenty-five (25) feet of the immediate work area shall be plasticized with

two (2) layers of six (6) mil fire retardant polyethylene sheeting. The windows can be plasticized outdoors, or for reasons of safety, from the indoors. Window, door and louver units subject to complete removal must have their openings plasticized at the interior of the building. Windows that are fixed or non-operable and that will remain sealed airtight for the duration of abatement activities, do not require installation of critical barriers.

(viii) Under areas where non-friable materials are removed without tents, a dropcloth, made of six (6) mil fire retardant polyethylene sheeting, shall be placed on the ground below the work area to prevent spread of any ACM remnants. This dropcloth shall be a minimum of ten (10) feet wide with an additional ten (10) feet of width for every floor above a 1st floor level where removal work will take place, up to a maximum of thirty (30) feet of width measured perpendicular to the building/structure. In addition, if a straight scaffolding, man-lift, swing scaffolding or similar equipment is used for areas above the 1st floor, the lift/scaffolding unit shall be plasticized with two (2) layers of six (6) mil fire retardant polyethylene on the platform, with plastic sheeting extended vertically to waist-high (as so equipped) guardrail sides and back of the lift unit. While the platform/lift walking surfaces must be plasticized, the asbestos abatement contractor must provide proper traction surfaces or equipment to assure the safety and comfort of abatement workers while performing abatement activities on the lift/scaffold equipment. After non-friable ACM is removed from each work location, the platform and plasticized surfaces toward the building shall be wet wiped and/or HEPA vacuumed clean before reuse. The plasticizing on the lift or scaffolding shall be periodically inspected during use and repaired as needed.

(c) **Removal.** Removal of ACM shall utilize manual wet methods for all non-friable ACM removals, and rotating blade roof cutters for roofing removals, as applicable. In no event shall methods be used that may render the ACM friable.

(1) Residual non-friable ACM shall be wet scraped and HEPA vacuumed. Materials removed shall be containerized or immediately wrapped in two (2) layers of six (6) mil fire retardant plastic sheeting and secured air tight prior to transport to the waste decontamination facility.

(2) Under façade areas where non-friable ACM is to be removed without tents, whenever possible, an asbestos handler (worker) with a HEPA vacuum will position the vacuum hose within four (4) inches of the material being removed to capture small pieces of non-friable ACM and asbestos fines. The hose end will be positioned so that as many smaller pieces of material as possible will fall into the vacuum hose end. Larger pieces of ACM should be immediately bagged or containerized.

(3) Asbestos containing materials will not be allowed to accumulate in the work area or on the drop cloth.

(4) In lieu of using an exterior chute as per Section 8.4(g), waste bags and containers may be lowered to the waste trailer/dumpster by crane or hoist using a temporary waste transfer container of adequate size and strength.

(d) **Clean-Up Procedures During Abatement.** The following clean-up procedures shall be performed during abatement.

(1) Visible accumulations of loose asbestos containing waste material shall be cleaned up using rubber or plastic dustpans and rubber squeegees or HEPA filtered vacuums. Metal shovels may also be used, except in the vicinity of plastic sheeting, critical barriers and isolation barriers, which could be perforated by these tools. To pick up excess water and gross wet debris, a wet-dry HEPA filtered shop vacuum dedicated to asbestos abatement may be used. This cleaning shall be done whenever there is sufficient asbestos waste material to fill a single leak-tight bag/container, or this cleaning shall be done at the end of each work shift whichever shall occur first. Visible debris shall be maintained adequately wet.

(2) Work shall stop whenever excessive water accumulation or flooding is present in the area and shall not resume until the water is collected and disposed of properly.

(e) **Final Cleaning and Clearance Procedures.** Final clean-up and clearance procedures for abatement shall comply with Section 56-9, except that only one (1) stage of cleaning (final) is to be performed. Lockdown encapsulant use is not required.

(1) **Exemption from Project Monitor Visual Inspection.** Asbestos projects which are exempt from clearance air sampling requirements at one or two-family owner occupied residential buildings/structures, are also allowed an exemption from the project monitor visual inspection requirements. For asbestos projects utilizing this exemption, once final cleaning is complete, a visual inspection shall be completed by the asbestos abatement contractor's supervisor to confirm that the scope of abatement work for the asbestos project is complete, and no visible debris/residue, pools of liquid, or condensation remain. The results of this inspection shall be documented by the asbestos abatement contractor's supervisor in the asbestos abatement contractor daily project log, and once the asbestos project is complete the asbestos abatement contractor's supervisor shall also obtain the owner's written acceptance of the final results of the asbestos project within the daily project log.

(f) **Final Waste Removal From the Site.** The requirements of Subpart 56-10 shall apply, once all asbestos project regulated abatement work areas have been completed.

56-11.7 Non-friable Flooring and/or Mastic Removal. The following Phase II abatement procedures shall apply for removal of non-friable asbestos-containing

flooring and/or mastic materials including cove base and associated mastic. **(Note - Full work area preparation, attached decontamination system enclosures, abatement and multiple cleanings per this Part are required for beadblaster use or other abrasive abatement method.)**

(a) **Air Sampling and Analysis.** Air sampling and analysis on an asbestos project conducted under this Section shall be conducted in accordance with the requirements of Subpart 56-4.

(b) **Regulated Abatement Work Area Preparation.**

(1) **Establishment of Regulated Abatement Work Areas.** Each regulated abatement work area shall be established and signage posted as per the requirements of Section 56-7.4. Each regulated abatement work area shall remain vacated except for certified workers until satisfactory clearance air sampling results have been obtained or the asbestos project is complete.

(2) **Preliminary Preparation.** Regulated abatement work area preparation shall also comply with Sections 56-7.1 through Section 7.10, except that six (6) air changes per hour are required within the work area.

(3) **Critical and Isolation Barriers.** Prior to the placement of critical and isolation barriers, affected surfaces shall be pre-cleaned using HEPA-filtered vacuum equipment and wet cleaning methods. All critical and isolation barriers shall be installed as per Section 56-7.11(a-b) and all seams of HVAC or other system components that pass through a regulated abatement work area shall be sealed prior to beginning Phase II B work for each regulated abatement work area on the project. The critical and isolation barriers shall be removed only after satisfactory clearance air sampling results have been obtained.

(4) **Removal of Mounted Objects and Elevator Isolation.** Regulated abatement work area preparation shall also comply with Section 7.11(c-d).

(5) **Plasticizing.** The ceiling, walls and floor need not be plasticized as per Section 56-7.11(e) for manual or chemical removal methods.

(c) **Removal.** Removal of ACM and asbestos material shall proceed as per the requirements of Subpart 56-8.

(d) **Final Cleaning and Clearance Procedures.** Final clean-up and clearance procedures for abatement shall comply with Subpart 56-9, except that only one (1) stage of cleaning (final) is to be performed. Lockdown encapsulant use shall be consistent with Section 9.1(b), with the exception that lockdown encapsulant shall only be applied to non-removal surfaces covered with fire-retardant plastic sheeting.

(e) **Final Waste Removal From the Site.** The requirements of Subpart 56-10 shall apply, once all asbestos project regulated abatement work areas have been completed.

56-11.8 Abandoned Pipe/Duct/Conduit Wrap and Cut Removal. The following Phase II abatement procedures shall apply for wrap and cut removal of asbestos-containing or ACM covered abandoned pipes/ducts/conduits. All other requirements of this Part shall apply:

(a) **Air Sampling and Analysis.** Air sampling and analysis on an asbestos project conducted under this Section shall be conducted in accordance with the requirements of Subpart 56-4 of this Part.

(b) **Regulated Abatement Work Area Preparation.**

(1) **Establishment of Regulated Abatement Work Areas.** Each regulated abatement work area shall be established and signage posted as per the requirements of Section 56-7.4. Each regulated abatement work area shall remain vacated except for certified workers until satisfactory clearance air sampling results have been obtained or the asbestos project is complete.

(2) **Preliminary Preparation.** Regulated abatement work area preparation shall also comply with Section 56-7.1 through Section 7.11(d).

(i) **Exception.** For exterior regulated abatement work areas with ACM, PACM or asbestos material intact, establishment of negative air systems as per Section 56-7.8, and installation of isolation barriers as per Section 7.11(b) is not required. Remote personal decontamination system enclosures are allowed for exterior regulated abatement work areas.

(3) **Critical Barriers.** Prior to the placement of critical barriers, affected surfaces shall be pre-cleaned using HEPA-filtered vacuum equipment and wet cleaning methods. All critical barriers shall be installed as per Section 56-7.11(a) and all seams of HVAC or other system components that pass through a regulated abatement work area shall be sealed prior to beginning Phase II B work for each regulated abatement work area on the project. The critical and isolation barriers shall be removed only after satisfactory clearance air sampling results have been obtained.

(4) **Limitations.** Full regulated abatement work area negative pressure enclosure preparation as per Section 56-7.11(a, b and e) is not required if the following removal conditions are followed:

(i) The ACM, PACM or asbestos material must be intact, and the wetted pipe/duct/conduit shall be wrapped in two (2) independent layers of at least six (6) mil fire-retardant plastic sheeting and sealed airtight.

(ii) A one-layer dropcloth of at least six (6) mil fire-retardant plastic sheeting shall be utilized below the ACM, PACM or asbestos material during all wrapping operations.

(iii) Insulation removals to allow for cuts of pipe/duct/conduit and cuts for removal of ACM pipe/duct/conduit or sections thereof shall be

performed using glovebag procedures within a negative pressurized tent enclosure, per Section 56-8.4(a).

(c) **Removal.** Removal of the wrapped ACM and asbestos material shall proceed as per the requirements of Subpart 56-8.

(d) **Final Cleaning and Clearance Procedures.** Final clean-up and clearance procedures for abatement shall comply with Subpart 56-9, except that only one stage of cleaning (final) is to be performed. Lockdown encapsulant use is not required, except as indicated for glovebag procedures.

(e) **Final Waste Removal From the Site.** The requirements of Subpart 56-10 shall apply, after all asbestos project regulated abatement work areas have been completed.

SUBPART 56-12
MISCELLANEOUS

56-12.1 Severability. If any provision of this Part or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Part which can be given effect without the valid provisions or applications and to this end the provisions of this Part are declared to be severable.

56-12.2 Variances. The failure by any person or entity performing work on or in connection with an asbestos project, to comply with the terms and conditions of any general or specific variance issued pursuant to Article 2, Section 30 of the Labor Law, from this Part, Article 30 of the Labor Law, or any other applicable statutes, rules or regulations, shall constitute a violation of this Section and shall render the variance itself null and void in regard to such project. Non-refundable fees for variance processing shall be set forth in Article 2, Section 30 of the Labor Law.

56-12.3 Applicable Variances (AVs). Notice of issuance of applicable variances under this Part, Article 30 of the Labor Law or other applicable Sections of State law, shall be published in the State Register and indexed by subject matter and number. Single copies of such variances may be obtained from the local district office of the Asbestos Control Bureau.

56-12.4 Right of Entry. The Commissioner or officers and employees of the Department shall at any time, from commencement to completion of any asbestos project, have the right to enter any part of such project, or at any time for complaint investigation. Refusal to permit such entry may result in application of appropriate penalties set forth in statute and code including enjoining further work on the project.

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LOCAL REGULATIONS

New York City Department of Environmental Protection (NYCDEP) Asbestos Control Program, Asbestos Rules and Regulations; Title 15, Chapter 1 of the Rules of the City of New York

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New York City Department of Environmental Protection
Bureau of Environmental Compliance

Asbestos Control Program

Asbestos Rules and Regulations

Title 15, Chapter 1 of the Rules of the City of New York

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The purpose of these rules is to protect public health and the environment by minimizing the emission of asbestos fibers into the air of the City when buildings or structures with asbestos-containing material are renovated, altered, repaired, or demolished by ensuring that asbestos-containing material is handled appropriately and by individuals qualified to do so.
(Added City Record 12/7/2018, eff. 1/6/2019)

□ □□□□ Sco□e and A□□lication□

(a) The following asbestos control program rules, 15 RCNY □□ 1-01 et seq., shall apply to all asbestos abatement activities occurring within the City of New York.

(b) Every owner of a building where asbestos abatement activity occurs shall be responsible for the performance of the asbestos abatement activities by his/her agent, contractor, employee, or other representative.

(c) Every contractor and worker engaged in asbestos abatement activities shall comply with the provisions of this chapter except as otherwise specified.

(d) Every investigator engaged to identify the presence and evaluate the condition of asbestos in a building or structure shall comply with the provisions of this chapter except as otherwise specified.

(e) No person shall knowingly make a false statement or submit a false document to the Department as to any matter concerning an asbestos project or any document required to be filed under these rules.

(f) The department may inspect at a reasonable time and in a reasonable manner anything which affects or may affect the emission or release of asbestos fibers or the disturbance of asbestos-containing material, including but not limited to the premises where an asbestos project is being conducted, or the premises for which a notification has been filed under 15 RCNY □ 1-21 - 15 RCNY □ 1-26 of these Rules, or the

premises where an application has been filed with the Department of Buildings for a plan or permit approval.

(g) No person shall interfere with or obstruct any employee of the Department in the performance of their official duties, including but not limited to the performance of inspections.

(h) No person who holds a certificate issued pursuant to these rules shall engage in unprofessional conduct. Unprofessional conduct shall include but is not limited to:
(1) Failure to comply with provisions of Federal, State or local laws, rules, or regulations.
(2) Conduct in asbestos inspections, assessment, abatement activities, air sampling, etc. which evidences moral unfitness.
(3) Making or filing a false report, or failing to file a report required by these rules or impeding or obstructing such filing, or inducing another person to do so.

(i) The size (amount of material to be disturbed or, in the case of cleanups, the dimensions of the area to be cleaned) and scope of the overall project shall control the notification to be filed and work procedures to be followed. The requirements set forth in these rules may not be avoided or lessened through the performance of work in increments or piecemeal fashion.

(j) (1) Any person, including but not limited to contractors, building owners, and air monitoring companies, who is in violation of or fails to comply with any provision of these rules or the terms and conditions of any variance issued pursuant to these rules shall be subject to the issuance of notice(s) of violation and other civil and criminal enforcement actions pursuant to Title 24, Chapter 1, Subchapter 9 of the Administrative Code of the City of New York.

(2) The maximum civil penalty for any violation of a lettered subsection of these rules, pursuant to a notice of violation returnable before the Environmental Control Boardof the Office of Administrative Trials and Hearings, shall be $10,000, except that a violation of 15 RCNY □ 1-26 shall carry a maximum penalty of $15,000.

(3) DEP may block an asbestos investigator from filing an Asbestos Assessment Report (Form ACP5) or deny any application for an asbestos abatement permit pursuant to 15 RCNY □ 1-26, or a variance application pursuant to 15 RCNY □ 1-03, where any party to the asbestos project, including but not limited to the abatement contractor, building owner, or air monitoring company, has docketed, unpaid civil penalties imposed by the Environmental Control Board of the Office of Administrative Trials and Hearings for violations of these rules, sections 24-136 and 24-138 of the Administrative Code, or NYSDOLICR 56.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Definitions

Abatement "Abatement" shall mean any and all procedures physically taken to control fiber release from asbestos-containing materials. This includes removal, encapsulation, enclosure, cleanup and repair.

Abatement activities "Abatement activities" shall mean all activities from the initiation of work area preparation through successful clearance air monitoring performed at the conclusion of an asbestos project or minor project.

Adequately wet "Adequately wet" shall mean the complete penetration of a material with amended water to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then the material has not been adequately wetted. However, the absence of visible emissions is not evidence of being adequately wet. ACM must be fully penetrated with the wetting agent in order to be considered adequately wet. If the ACM being abated is resistant to amended water penetration, wetting agent shall be applied to the material prior to and during removal as necessary to minimize fiber release.

Aggressive sampling "Aggressive sampling" shall mean a method of sampling in which the individual collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.

AHERA "AHERA" shall mean the Asbestos Hazard Emergency Response Act of 1986.

AIHA "AIHA" shall mean the American Industrial Hygiene Association.

Airlock "Airlock" shall mean a system for permitting entrance and exit while restricting air movement between a contaminated area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

Air sampling "Air sampling" shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400 or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Science and Technology which are utilized for lower detectability and specific fiber identification.

Ambient air monitoring "Ambient air monitoring" shall mean measurement or determination of airborne asbestos fiber concentrations outside but in the general vicinity of the worksite.

Amended □ater□"Amended water" shall mean water to which a surfactant has been added.

Amendment□"Amendment" shall mean a form submitted to modify the asbestos project notification (Form ACP7) by changing information that was provided when the ACP7 was originally filed.

ANSI□"ANSI" shall mean the American National Standards Institute.

Area air sam□ling□"Area air sampling" shall mean any form of air sampling or monitoring where the sampling device is placed at some stationary location.

Asbestos□"Asbestos" shall mean any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthrophyllite and actinolite.

Asbestos□containing material□"Asbestos-containing material" (ACM) shall mean asbestos or any material containing more than one percent asbestos.

Asbestos□containing □aste material□"Asbestos-containing waste material" shall mean asbestos-containing material or asbestos-contaminated objects requiring disposal.

Asbestos□contaminated ob□ects□"Asbestos-contaminated objects" shall mean any objects which have been contaminated by asbestos or asbestos-containing material.

Asbestos assessment re□ort□"Asbestos assessment report" shall mean the "Form ACP-5" form, as approved by DEP, by which a DEP-certified asbestos investigator certifies that a building or structure (or portion thereof) is free of ACM or the amount of ACM to be abated constitutes a minor project.

Asbestos handler□"Asbestos handler" shall mean an individual certified by the Department who disturbs, removes, encapsulates, repairs, or encloses asbestos material.

Asbestos handler su□er□isor□"Asbestos handler supervisor" shall mean an individual certified by the Department who supervises the handlers during an asbestos project and ensures that proper asbestos abatement procedures as well as individual safety procedures are being adhered to.

Asbestos □ro□ect notification□"Asbestos project notification" shall mean the "Form ACP-7" asbestos project notification form as approved by DEP.

Asbestos in□estigator□"Asbestos investigator" shall mean an individual certified by the Commissioner as having satisfactorily demonstrated his or her ability to identify the

presence and evaluate the condition of asbestos in a building or structure.

Asbestos project "Asbestos project" shall mean any form of work performed in a building or structure or in connection with the replacement or repair of equipment, pipes, or electrical equipment not located in a building or structure which will disturb (e.g., remove, enclose, encapsulate) more than 25 linear feet or more than 10 square feet of asbestos-containing material.

ASTM "ASTM" shall mean the American Society For Testing and Materials.

Authorized visitor "Authorized visitor" shall mean the building owner and his/her representative, and any representative of a regulatory or other agency having jurisdiction over the project.

Bound Notebook "Bound notebook" shall mean a notebook manufactured so that the pages cannot be removed without being torn out. A loose-leaf binder is not a bound notebook.

Building owner "Building owner" shall mean the person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance building owner means the person in whom beneficial title is vested.

Building materials "Building materials" shall mean any and all materials listed as Presumed Asbestos Containing Materials (PACM) and Suspect Miscellaneous ACM in NYSDOL ICR 56, including but not limited to interior and exterior finishes, equipment, plaster, roofing, flooring, caulking, sealants, tiles, insulation, and mortar and refractory bricks used in the construction of boilers.

Certified industrial hygienist "Certified industrial hygienist" (CIH) shall mean an individual who is currently certified by the American Board of Industrial Hygiene.

Certified safety professional (CSP) "Certified safety professional" (CSP) shall mean an individual having a bachelor's degree from an accredited college or university and a minimum of four years experience as a safety professional and who has successfully completed both levels of the examination administered by the Board of Certified Safety Professionals and who is currently certified by that Board.

Chain of custody "Chain of custody" shall mean the form or set of forms that document the collection and transfer of a sample, which must reflect the time and date of all transfers of that sample and identify each person that handles that sample by such person’s printed full name and signature.

Clean room "Clean room" shall mean an uncontaminated area or room which is part of the worker decontamination enclosure system with provisions for storage of workers' street clothes and protective equipment.

Clearance air monitoring "Clearance air monitoring" shall mean the employment of

aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers, and shall be performed as the final abatement activity.

Commissioner□"Commissioner" shall mean the Commissioner of the New York City Department of Environmental Protection.

Containeri□e□"Containerize" shall mean the placing of asbestos-containing material in an acceptable container for disposal, as specified by these rules.

Contractor□"Contractor" shall mean a public authority or any other governmental agency or instrumentality thereof, self-employed person, company, unincorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in an asbestos project or employs persons engaged in an asbestos project.

Curtained door□a□□"Curtained doorway" shall mean a device which consists of at least three overlapping sheets of fire retardant plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to ensure that the sheets hang straight and maintain a seal over the doorway when not in use.

Decontamination enclosure s□stem□"Decontamination enclosure system" shall mean a series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of workers, materials, waste containers, and equipment.

Demolition□"Demolition" shall mean the dismantling or razing of a building, including all operations incidental thereto (except for asbestos abatement activities), for which a demolition permit from the New York City Department of Buildings is required.

De□artment or DEP□"Department" or "DEP" shall mean the New York City Department of Environmental Protection.

Disturb□"Disturb" shall mean any action taken which may alter, change, or stir, such as but not limited to the removal, encapsulation, enclosure or repair of asbestos-containing material.

DOB□"DOB" shall mean the New York City Department of Buildings.

ELAP□"ELAP" shall mean the Environmental Laboratory Approval Program administered by the New York State Department of Health.

Electronic Record□ee□ing S□stem□"Electronic recordkeeping system" shall mean an electronic system in which records are collected, organized, and categorized to facilitate their preservation and use, by utilizing a format and a reliable media that enables future retrieval of these records.

Encapsulant (sealant or encapsulating agent) "Encapsulant (sealant) or encapsulating agent" shall mean liquid material which can be applied to asbestos-containing material which temporarily controls the possible release of asbestos fibers from the material or surface either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

Encapsulation "Encapsulation" shall mean the coating or spraying of asbestos-containing material with an encapsulant. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

Enclosure "Enclosure" shall mean the construction of airtight walls and ceilings between the ACM and the facility environment, or around surfaces coated with ACM, or any other appropriate procedure as determined by the Department which prevents the release of asbestos fibers.

EPA "EPA" or "USEPA" shall mean the United States Environmental Protection Agency.

Equipment room "Equipment room" shall mean a contaminated area or room which is part of the worker decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.

Exit "Exit" shall mean that portion of a means of egress system which is separated from other interior spaces of a building or structure by fire-resistance-rated construction to provide a protected path of egress travel between the exit access and the exit discharge.

Exit Passageway "Exit passageway" shall mean a horizontal extension of a vertical exit, or a passage leading from a yard or court to an open exterior space.

FDNY "FDNY" shall mean the Fire Department of the City of New York.

Fiber "Fiber" shall mean an acicular single crystal or a similarity elongated polycrystalline aggregate which displays some resemblance to organic fibers by having such properties as flexibility, high aspect ratio, silky luster, axial lineation, and others, and which has attained its shape primarily through growth rather than cleavage.

Fixed object "Fixed object" shall mean a unit of equipment, furniture, or other item in the work area which cannot be removed from the work area. Fixed objects shall include equipment, furniture, or other items that are attached, in whole or in part, to a floor, ceiling, wall, or other building structure or system or to another fixed object and cannot

be reasonably removed from the work area. Fixed objects shall also include pipes and other equipment inside the work area which are not the subject of the asbestos project. Active fire suppression system components shall not be considered fixed objects.

Glo□ebag techni□ue□"Glovebag technique" shall mean a method for removing asbestos-containing material from heating, ventilation and air conditioning (HVAC) ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces. The glovebag assembly is a manufactured device consisting of a large bag (constructed of at least 6-mil transparent plastic), two inward-projecting long sleeve gloves, one inward-projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.

HEPA filter□"HEPA filter" shall mean a high efficiency particulate air filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) greater than 0.3 micrometers mass median aerodynamic equivalent diameter.

HEPA □acuum e□ui□ment□"HEPA vacuum equipment" shall mean vacuuming equipment with a HEPA filter.

Holding area□"Holding area" shall mean a chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area.

Homogeneous □or□ area□"Homogeneous work area" shall mean a portion of the work area which contains one type of asbestos-containing material and/or where one type of abatement is used.

Industrial h□giene□"Industrial hygiene" shall mean that science and art devoted to the recognition, evaluation and control of those environmental factors or stresses, arising in or from the work place, which may cause sickness, impaired health and well being, or significant discomfort and inefficiency among workers or among the citizens of the community.

Industrial h□gienist□"Industrial hygienist" shall mean an individual having a college or university degree or degrees in engineering, chemistry, physics, or medicine or related biological sciences who, by virtue of special studies and training, has acquired competence in industrial hygiene.

Isolation barrier□"Isolation barrier" shall mean the construction of partitions, the placement of solid materials, and the plasticizing of apertures to seal off the work place from surrounding areas and to contain asbestos fibers in the work area.

Large asbestos □ro□ect□"Large asbestos project" shall mean an asbestos project involving the disturbance (e.g., removal, enclosure, encapsulation) of 260 linear feet or more of asbestos-containing material or 160 square feet or more of asbestos-containing

material.

Log "Log" shall mean an official record, maintained by the abatement contractor, of all activities that occurred during the project. At a minimum, the log shall identify the building owner, agent, contractor, and workers, and other pertinent information including daily activities, cleanings and waste transfers, names and certificate numbers of asbestos handler supervisors and asbestos handlers; results of inspections of decontamination systems, barriers, and negative pressure ventilation equipment; summary of corrective actions and repairs; work stoppages with reason for stoppage; manometer readings at least twice per work shift; daily checks of emergency and fire exits and any unusual events.

Means of egress "Means of egress" shall mean a continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or structure to a public way. A means of egress consists of three separate and distinct parts: the exit access, the exit and the exit discharge.
Minor project "Minor project" shall mean a project involving the disturbance (e.g. removal, enclosure, encapsulation, repair) of 25 linear feet or less of asbestos containing material or 10 square feet or less of asbestos containing material.

Movable object "Movable object" shall mean a unit of equipment or furniture in the work area which can be removed from the work area.

Negative air pressure equipment "Negative air pressure equipment" shall mean a portable local exhaust system equipped with HEPA filtration. The system shall be capable of creating a negative pressure differential between the outside and inside of the work area.

NFPA "NFPA" shall mean the National Fire Protection Association.

NIOSH "NIOSH" shall mean the National Institute for Occupational Safety and Health.

NYSDOL "NYSDOL" shall mean the New York State Department of Labor.

NYSDOL ICR "NYSDOL ICR 56" shall mean Part 56 of the Official Compilation of Codes, Rules and Regulations of the State of New York or 12 NYCRR Part 56.

NYSDOH "NYSDOH" shall mean the New York State Department of Health.

Obstruction "Obstruction" shall mean the blocking of a means of egress with any temporary structure or barrier. A corridor shall not be considered obstructed when there is a clear path measuring at least three (3) feet wide permitting access to all required vertical exits and/or exit doors. Abatement worker egress from the work area through Polyethylene sheeting covering an egress used only by abatement workers, shall not be considered an obstruction when it is prominently marked with exit signage or paint and cutting tools (knife, razor) are attached to the work area side of the sheeting for use in

the event that the sheeting must be cut to permit egress.
Occu□ied Area□"Occupied area" shall mean an area of the worksite where abatement is not taking place and where personnel or occupants normally function or where workers are not required to use personal protective equipment.

OSHA□"OSHA" shall mean the United States Occupational Safety and Health Administration.

Outside air□"Outside air" shall mean the air outside the work place.

Person□"Person" means any individual, partnership, company, corporation, association, firm, organization, governmental agency, administration or department, or any other group of individuals, or any officer or employee thereof.

Personal air monitoring□"Personal air monitoring" shall mean a method used to determine employees' exposure to airborne fibers. The sample is collected outside the respirator in the worker's breathing zone.

Personal □rotecti□e e□ui□ment□"Personal protective equipment" (PPE) shall mean appropriate protective clothing, gloves, eye protection, footwear, head gear.

Phase contrast microsco□□□"Phase contrast microscopy" (PCM) shall mean the measurement protocol for the assessment of the fiber content of air. (NIOSH Method 7400).

Ph□sician□"Physician" shall mean an individual licensed or otherwise authorized under Article 131 □65.22 of the New York State Education Law.

Plastici□e□"Plasticize" shall mean to cover floors and walls with fire retardant plastic sheeting as herein specified or by using spray plastics as acceptable to the Department.

Polari□ed light microsco□□□"Polarized light microscopy" (PLM) shall mean the measurement protocol for the assessment of the asbestos content of bulk materials. (Interim Method for the Determination of Asbestiform Materials in Bulk Insulation Samples - 40 C.F.R. Part 763, Subpart F, Appendix A as amended on September 1, 1982)

Pre□demolition Abatement Acti□ities□"Pre-demolition abatement activities" shall mean any and all asbestos abatement activities required to be performed and completed prior to the partial or total structural demolition of a building or structure, including successful clearance air monitoring.

Presumed Asbestos Containing Material □PACM□□"Presumed Asbestos Containing Material" shall mean all Thermal System Insulation and Surfacing Material as described in 15 RCNY □1-38. PACM is considered to be ACM unless proven otherwise by appropriate bulk sampling and laboratory analyses.

Project designer—"Project designer" shall mean a person who holds a valid Project Designer Certificate issued by the New York State Department of Labor.

Project monitor—"Project monitor" shall mean a person who holds a valid Project Monitor Certificate issued by the New York State Department of Labor.

Qualitative fit test—"Qualitative fit test" shall mean the individual test subject's responding (either voluntarily or involuntarily) to a chemical challenge outside the respirator face piece. Acceptable methods include irritant smoke test, odorous vapor test, and taste test.

Quantitative fit test—"Quantitative fit test" shall mean exposing the respirator wearer to a test atmosphere containing an easily detectable, nontoxic aerosol, vapor or gas as the test agent. Instrumentation, which samples the test atmosphere and the air inside the face piece of the respirator, is used to measure quantitatively the leakage into the respirator. There are a number of test atmospheres, test agents, and exercises to perform during the tests.

Registered design professional—"Registered design professional" shall mean a person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York.

Removal—"Removal" shall mean the stripping of any asbestos-containing materials from surfaces or components of a facility or taking out structural components in accordance with 40 C.F.R. 61 Subparts A and M.

Renovation—"Renovation" shall mean an addition or alteration or change or modification of a building or the service equipment thereof, that is not classified as an ordinary repair as defined in § 27-125 of the Administrative Code of the City of New York.

Repair—"Repair" shall mean corrective action using specified work practices e.g. glovebag, plastic tent procedures, etc. to minimize the likelihood of fiber release from minimally damaged areas of ACM.

Replacement material—"Replacement material" shall mean any material used to replace ACM that contains less than .01 percent asbestos.

Shift—"Shift" shall mean a worker's, or simultaneous group of workers', complete daily term of work.

Shower room—"Shower room" shall mean a room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water controllable at the tap and arranged for complete showering during decontamination.

Small asbestos □ro□ect□"Small asbestos project" shall mean an asbestos project involving the disturbance (e.g., removal, enclosure, encapsulation) of more than 25 and less than 260 linear feet of asbestos-containing material or more than 10 and less than 160 square feet of asbestos-containing material.

Staging area□"Staging area" shall mean the work area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

Start date□"Start date" shall mean the date when a worker decontamination enclosure system is installed and functional.

Stri□□"Strip" shall mean to remove asbestos materials from any part of the facility.

Structural member□"Structural member" shall mean any load-supporting member of a facility, such as beams and load-supporting walls, or any nonload-supporting member, such as ceiling and nonload-supporting walls.

Substrate□"Substrate" shall mean non-asbestos containing material which is beneath and supports asbestos-containing material.

Surface barriers□"Surface barriers" shall mean the plasticizing of walls, floors, and fixed objects within the work area to prevent contamination from subsequent work.

Surfactant□"Surfactant" shall mean a chemical wetting agent added to water to improve penetration.

Sus□ect Miscellaneous ACM□"Suspect Miscellaneous ACM" shall mean any building material that is not PACM, such as floor tiles, ceiling tiles, mastics/adhesives, sealants, roofing materials, cementitous materials, etc. All Suspect Miscellaneous ACM must be assumed to be ACM, unless proven otherwise by appropriate bulk sampling and laboratory analyses.

Transmission electron microsco□□ □TEM□□"Transmission electron microscopy (TEM)" shall mean the measurement protocol for the assessment of the asbestos fiber content of air. (Interim Transmission Electron Microscopy Analytical Methods - 40 C.F.R. Part 763, Subpart E, Appendix A)

Variance□"Variance" shall mean relief from specific sections of the rule for a specific project.

Visible emissions□"Visible emissions" shall mean any emissions containing particulate material that are visually detectable without the aid of instruments.

□ **ashroom**□"Washroom" shall mean a room between the work area and the holding area in the equipment decontamination enclosure system where equipment and waste

containers are wet cleaned and/or HEPA vacuumed prior to disposal.

□ **aste decontamination enclosure s□stem**□"Waste decontamination enclosure system" shall mean the decontamination enclosure system designated for the controlled transfer of materials and equipment, consisting of a washroom and a holding area.

□ **et cleaning**□"Wet cleaning" shall mean the removal of asbestos fibers from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water.

□ **et methods**□"Wet methods" shall mean the use of amended water or removal encapsulants to minimize the generation of fibers during ACM disturbance.

□ **or□ area**□"Work area" shall mean designated rooms, spaces, or areas of the building or structure where asbestos abatement activities take place. For glovebag procedures, the work area shall also include the areas contiguous to where the glovebag procedure takes place. For the purpose of the survey of a building for asbestos, the work area is the premises, or those portions of the premises where the renovation or alteration work is to occur, as reflected in the Form ACP 5.

□ **or□ □lace**□"Work place" shall mean the work area and the decontamination enclosure system(s).

□ **or□ □lace safet□ □lan**□"Work place safety plan" shall mean documents prepared by a registered design professional and submitted for review by DEP in order to obtain an asbestos abatement permit. Such plan shall include, but not be limited to, plans, sections, and details of the work area clearly showing the extent, sequence, and means and methods by which the work is to be performed.

□ **or□ site**□"Work site" shall mean premises where asbestos abatement activity is taking place, and may be composed of one or more work areas.

□ **or□er**□"Worker" shall mean asbestos handler and/or asbestos handler supervisor.

□ **or□er decontamination enclosure s□stem**□"Worker decontamination enclosure system" shall mean that portion of a decontamination enclosure system designed for controlled passage of workers, and other individuals and authorized visitors, consisting of a clean room, a shower room, and an equipment room separated from each other and from the work area by airlocks and curtained doorways.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Variances

(a) Application for any variance must be made directly to the Department at least two weeks prior to the commencement of work. Work involving a variance may not commence prior to the receipt of the Department's approval of the application. The applicant must pull an approved variance by entering a start date in the Department's database, and must print out and post a copy of the variance at the work place.

(b) The Department's "Asbestos Variance Application" (ACP-9) form shall be prepared by a project designer and submitted by the building owner or authorized agent, and shall include the following information:

(1) Identification of those portions of the rules for which a variance is requested, providing each numbered section and subsection;

(2) Explanations as to why the procedures required by the rules cannot be used;

(3) A written proposal setting forth the alternative procedures the applicant will employ to satisfy each requirement as modified; and

(4) A copy of any asbestos project notification previously filed. If the applicant has not previously filed an asbestos project notification, such notification shall be filed with the application together with the applicable fee specified in 15 RCNY § 1-25(c).

(5) A sketch or drawing illustrating the proposed modification.

(c) For each variance application where the combined amount (total of both square and linear feet on the ACP-7) of ACM is less than 5,000 feet, payment of the variance processing fee shall accompany the application and shall conform with the payment schedule as follows:

(1) Request to modify no more than one lettered subsection in any section category listed in subsection (e) below: $400 fee.

(2) For each additional subsection in any category listed in subsection (e): $200 fee.

(3) The maximum fee: $1,200.

(d) For each variance application where the combined amount (total of both square and linear feet on the ACP-7) of ACM is greater than or equal to 5,000 feet, payment of the variance processing fee shall accompany the application and shall conform with the payment schedule as follows:

(1) Request to modify no more than one lettered subsection in any section category listed in subsection (e): $600.

(2) For each additional subsection in any category listed in subsection (e): $300.

(3) The maximum fee: $1,800.

(e) Section categories shall be as follows:

CATEGORY	NYC Asbestos Control Program Section □s	12 NYCRR Part 56 Section □s
Air Monitoring	31-45	56-4, 6
Materials and Equipment	61	56-7
Work Place Preparation	81-84	56-7
Work Place Procedures	91-94	56-7
Abatement Procedures	101-110	56-8
Clean-up Procedures	111-112	56-9
Pre-Demolition Abatement Activity Procedures	120-129	–

(f) Any variance from the prohibition on concurrent abatement and full demolition or story removal set forth in 15 RCNY □ 1-126 shall only be approved after notification and consultation with FDNY and DOB.

(g) Any violation of the terms of any variance issued under this section shall be considered a violation of the lettered subdivision modified by the variance.

(h) An approved variance, except for a variance from subdivision b of 15 RCNY □ 1-22, is valid for a period of six months from the start date. An application to renew an existing variance must be submitted to DEP two weeks prior to the expiration date of the variance.

(i) If the asbestos abatement contractor was the applicant for a variance, or if the building owner changes asbestos abatement contractors during the project, the variance application, and any written approval of the variance, are automatically canceled.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Subcha□ter B□Certification Pro□isions

Part □□Certification Procedures

□ □□□□ Asbestos Handler Certificate□

(a) No individual shall engage in an asbestos project or in asbestos abatement activities on a minor project, for compensation, unless that individual is certified as an asbestos handler by the department and has an "Asbestos Handler Certificate" issued by the department.

(b) The department shall issue an asbestos handler certificate in the form of a photo identification card which shall be valid for two years from the date of issuance to applicants who meet the following conditions:

(1) Applicant shall be at least eighteen (18) years of age at the date of application; and

(2) Applicant shall submit a completed application provided by the department accompanied by a fee of one hundred dollars ($100); and

(3) Applicant shall submit documentation of successful completion within the prior 12 months of a NYSDOH-approved Asbestos Handler training course; and

(4) Applicant shall achieve a passing grade on a departmental examination.

(c) An applicant denied a certificate on any grounds other than failure to complete a certificate application or failure to meet the minimum requirements set forth in these rules may request a hearing before the commissioner or his/her designee to contest said denial by submitting a written request for such hearing within ten days of receipt of denial.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□ Rene□al of Asbestos Handler Certificate□

(a) The handler shall apply for renewal of the certificate at least 60 days prior to the date of its expiration.

(b) Application for renewal shall be made on a form approved by the department and shall be accompanied by a fee of one hundred dollars ($100) and proof of successful completion within the prior 12 months of a NYSDOH-approved Asbestos Handler Refresher training course; and

(c) An applicant denied a certificate on any grounds other than failure to complete a certificate application or failure to meet the minimum requirements set forth in these rules may request a hearing before the commissioner or his/her designee to contest

said denial by submitting a written request for such hearing within ten days of receipt of denial.

(d) If an asbestos handler certificate is lost or stolen, the certificate holder must immediately notify the department. An application for a replacement must be made in writing and must include a notarized statement that the certificate was lost or stolen, a statement that the applicant understands that submittal of a false statement will subject him or her to penalties and other remedies under the law, and a fee of $50. A replacement certificate may only be obtained twice in any two-year validity period. (Amended City Record 12/7/2018, eff. 1/6/2019)

Restricted Asbestos Handler Certificate

(a) This section shall apply to individuals involved in the construction of the containment barriers of a work area (e.g., carpenters), or who otherwise enter the contained work area for a limited period of time to perform certain specialized tasks in preparation for, or ancillary to, the actual abatement (e.g., electricians); and for whom asbestos handler certification would otherwise be required. This section shall not apply to individuals performing abatement handling of ACM.

(b) The department shall issue a restricted asbestos handler certificate, in the form of a photo identification card which shall be valid for two years from the date of issuance to applicants who comply with the requirements of 15 RCNY 1-11(b)(1) - (4), except that the fee shall be $50.

(c) An individual certified as a restricted asbestos handler by the department shall perform only those particular job functions specified by the department in the application for certification.

Asbestos Handler Supervisor Certificate

(a) No individual shall supervise asbestos handlers engaged in an asbestos project, for compensation, unless that individual is certified as an asbestos handler supervisor by the department.

(b) The department shall issue an asbestos handler supervisor certificate in the form of a photo identification card, which shall be valid for two years from the date of issuance, to applicants who meet the following conditions:

(1) Applicant shall be at least twenty-one (21) years of age at the time of application; and

(2) Applicant shall submit a completed application provided by the department accompanied by a fee of one hundred dollars ($100); and

(3) Applicant shall submit documentation of successful completion within the prior 12 months of a NYSDOH-approved Asbestos Supervisor training course.

(4) Applicant shall submit additional credentials as follows:

(i) A registered design professional, certified industrial hygienist, or certified safety professional shall submit a copy of the licensing credentials or certification, and documentation of one month post-graduate experience in asbestos abatement activities.

(ii) A graduate from an accredited college or university possessing a bachelor's or advanced degree in engineering, architecture, environmental health science, industrial hygiene, occupational health and safety or a related science shall submit a copy of the degree, and documentation of three months post graduate experience in asbestos abatement activities.

(iii) A graduate from an accredited college of university possessing an associate's degree in applied science and technology, environmental health science, public health, industrial health or a related science shall submit a copy of the degree, and documentation of six months post- graduate experience in asbestos abatement activities.

(iv) All other applicants must submit documentation of one year of experience in asbestos abatement activities. All such experience must be on small or large asbestos projects, and at least half the experience must be on large projects, except employees of electric utilities, whose full year of experience may be on minor or small projects. The applicant's experience in asbestos abatement activities shall be listed chronologically and shall include each contractor's name, address and phone number; the number of hours worked per week on asbestos abatement activities; the applicant's job title and a brief description of duties; and the size of each project; and

(5) Applicant shall achieve a passing grade on a departmental examination, which shall be given in English.

(c) The department may consider applicants who submit additional credentials which are not identical to the categories specified in subdivision (b)(4) above, but who present an equivalent combination of familiarity with abatement activities and demonstrated competence.

(d) An applicant denied a certificate on any grounds other than failure to complete a certificate application or failure to meet the minimum requirements set forth in these rules may request a hearing before the commissioner or his/her designee to contest said denial by submitting a written request for such hearing within ten days of receipt of denial.
(Amended City Record 8/27/2015, eff. 8/27/2015; amended City Record 12/7/2018, eff. 1/6/2019)

Renewal of Asbestos Handler Supervisor Certificate

(a) The supervisor shall apply for renewal of the certificate at least 60 days prior to the date of its expiration.

(b) The supervisor shall submit the following items for renewal:

(1) A completed application provided by the department accompanied by a fee of $100; and

(2) Documentation of successful completion within the prior 12 months of a NYSDOH-approved Asbestos Handler Supervisor Refresher training course.

(c) An applicant denied a certificate on any grounds other than failure to complete a certificate application or failure to meet the minimum requirements set forth in these rules may request a hearing before the commissioner or his/her designee to contest said denial by submitting a written request for such hearing within ten days of receipt of denial.

(d) If an asbestos handler supervisor certificate is lost or stolen, the certificate holder must immediately notify the department. An application for a replacement must be made in writing and must include a notarized statement that the certificate was lost or stolen, a statement that the applicant understands that submittal of a false statement will subject him or her to penalties and other remedies under the law, and a fee of $50. A replacement certificate may only be obtained twice in any two-year validity period. (Amended City Record 12/7/2018, eff. 1/6/2019)

Asbestos Investigator Certificate

(a) (1) No individual shall engage in a building survey for asbestos unless that individual is certified as an asbestos investigator by the department.

(2) An individual not certified by the department may assist in an asbestos survey being conducted by a NYC certified asbestos investigator only if such individual works in the presence of the investigator and under his/her direct and continuing supervision. Non-certified individuals may not collect bulk samples as described in paragraph 3 of this subdivision.

(b) The department shall qualify applicants to be asbestos investigators. The applicant must both submit documentation of successful completion of a 8 hour minimum introductory blueprint-reading course or any applicable building design and construction training or certification as established by the department and posted on the DEP website and satisfy one of the following five sets of conditions:

(1) A registered design professional, a certified industrial hygienist or a certified safety professional shall submit a copy of licensing or certification and documentation of six months post-graduate experience in building survey for asbestos.

(2) A graduate from an accredited college or university possessing a doctorate or master's degree in architecture, engineering, occupational health and safety, industrial hygiene or related science must submit a copy of the degree and documentation of six months post-graduate experience in building survey for asbestos indicating specific addresses at which the graduate performed such building surveys.

(3) A graduate from an accredited college or university possessing a bachelor's degree in architecture, engineering, occupational health and safety, industrial hygiene or a related science must submit a copy of the degree and documentation of one year post-graduate experience in building survey for asbestos indicating specific addresses at which the graduate performed such building surveys.

(4) A graduate from an accredited college or university possessing an associate's degree in architecture, engineering, environmental health, public health, industrial health, or a related science must submit a copy of the degree and documentation of two years post-graduate experience in conducting building surveys for asbestos, indicating specific addresses at which the graduate performed such building surveys and an additional two years of experience in any other type of building surveys of a technical nature including structural, mechanical, or electrical, is required.

(5) An individual with extensive experience in asbestos investigation on a professional level must submit documentation demonstrating three years of experience conducting building surveys for asbestos indicating specific addresses at which the individual performed such building surveys and an additional three years of other experience in any other type of building surveys of a technical nature including structural, mechanical, or electrical is required. Additionally, such an individual must possess a four-year high school diploma or its educational equivalent, approved by a State's Department of Education.

(c) The department shall issue an asbestos investigator certificate in the form of a photo identification card which shall be valid for two years from the date of issuance to qualified applicants who submit the following:

(1) A completed application provided by the Department accompanied by a fee of two hundred fifty dollars ($250); and

(2) Documentation of successful completion within the prior 12 months of a New York State Restricted Asbestos Handler-III Inspector Training course, and a passing grade on the required investigator training course; and

(3) Documentation of a medical examination performed by a physician within the prior 12 months, which shall include at a minimum a pulmonary function test, evaluation of a recent chest x-ray and a physician's recommendation as to whether the applicant is able to wear a respirator in the performance of his/her job; and

(4) Documentation of a qualitative or quantitative fit test performed within the prior

three months, which shall include brand name and type of respirator, date and location of test, and the signature of the industrial hygienist administering the test.

(i) Qualitative fit test may be used only for fit testing of half-mask negative pressure respirators.

(ii) Quantitative fit test shall be performed on all full-face negative pressure respirators.

(d) Applicant shall be allowed three attempts to achieve a passing grade on a departmental examination. If an applicant receives a failing grade after the third attempt, the applicant shall retake a New York State Inspector Training course as set forth in paragraph 2 of subdivision (c) of this section before being allowed to retake the departmental examination.

(e) Under special circumstances the department may consider applicants who submit additional credentials which are not identical to the categories specified in subdivision (b)(1) through (5) above.

(f) An applicant denied a certificate on any grounds other than failure to complete a certificate application or failure to meet the minimum requirements set forth in these rules may request a hearing before the commissioner or his/her designee to contest said denial by submitting a written request for such hearing within ten days of receipt of denial.

(g) A person who possesses an asbestos investigator certificate shall be responsible for the proper execution of his or her duties. Unprofessional conduct is prohibited. Unprofessional conduct shall include but is not limited to:

(1) Failing to comply with the provisions of Federal, State, or local laws, rules or regulations.

(2) Making or filing a false report, or failing to file a report required by Federal, State, or local laws, rules, or regulations.

(3) Delegating professional responsibilities to a person who is not qualified to perform them.

(h) Investigator's seal requirement.

(1) No NYC-certified asbestos investigator shall submit any plan or report to any client or any city, state, or federal agency that does not have the investigator's seal and signature affixed to it. Photocopies of the seal and signature are not acceptable.

(2) Seals used by certified asbestos investigators shall be circular in shape, approximately one and three quarter inches in diameter, with three concentric circles.

The inner circle shall contain an accurate representation of the great seal of the City of New York. The legend at the top of the outer band shall read "CITY OF NEW YOR□" and at the bottom "CERTIFIED ASBESTOS INVESTIGATOR". In the inner circle above the great seal of the City of New York shall be shown the name of the certified asbestos investigator.

(3) Any plan or report submitted without the investigator's seal and signature shall be considered invalid.

(4) □Repealed.□

(i) Employees of the department's Asbestos Control Program (ACP) are prohibited from applying for an asbestos investigator certificate. Any ACP employee who holds an asbestos investigator certificate is prohibited from applying for renewal of the certificate.

(j) The department may deny any application submitted under this section where it is determined that the applicant has failed to meet the standards established by these rules, including:

(1) Failure to demonstrate the ability to comply fully with applicable requirements, standards, and procedures set forth in these rules;

(2) Submission of false information on an application;

(3) Failure to submit all required information and documentation with the application;

(4) Where the department has determined that the applicant's past history of violation of federal or state asbestos regulations, or of any laws, rules, or regulations relating to occupational or public safety or health, indicates a direct relationship between that history and the license or that issuance of the license would pose unreasonable risks to property or safety;

(5) Loss of a relevant professional accreditation or license; or

(6) Any other cause which the commissioner determines to be of such serious and compelling nature as to warrant denial of the application.

(k) A certified asbestos investigator who is issued a notice of violation under this section alleging that the investigator engaged in unprofessional conduct that demonstrates a willful disregard for public health, safety or welfare shall be subject to immediate suspension, provided that the Commissioner serves the investigator with a notice of charges and an opportunity to be heard within 15 calendar days, pursuant to Administrative Code □24-136(e)(4).

(l) When the commissioner has reasonable cause to believe that an asbestos investigator's surveys have been performed improperly or fraudulently such that work performed, pursuant to such a survey poses or may pose a threat to human safety, he

or she may invalidate any or all ACP-5s filed by that asbestos investigator, and may order the building owner to stop all work, have a new survey performed by a different asbestos investigator, and have a new ACP-5 submitted to the department. The commissioner in his or her discretion may waive the filing fee for such ACP 5.

(m) Applicants to become a certified asbestos investigator shall disclose prior convictions as part of their application to the extent permitted under Section 23-A of the correction law, Section 296(16) of the executive law and Section 8-107 of the administrative code, and once certified, must notify DEP in writing of any criminal conviction, to the extent permitted by such laws, within ten days of occurrence. (Amended City Record 8/27/2015, eff. 8/27/2015; amended City Record 12/7/2018, eff. 1/6/2019)

Renewal of Asbestos Investigator Certificate

(a) The investigator shall apply for renewal of the certificate at least 60 days prior to the date of its expiration.

(b) The investigator shall submit the following items for renewal:

(1) A completed application provided by the Department accompanied by a fee of $250 payable to the Department; and

(2) Documentation of successful completion within the prior 12 months of a NYSDOH-approved Asbestos Inspector Refresher course; and

(3) Documentation of a medical examination performed by a physician within the prior 12 months, which shall include at a minimum a pulmonary function test, evaluation of a recent chest x-ray and a physician's recommendation as to whether the applicant is able to wear a respirator in the performance of his/her job; and

(4) Documentation of a qualitative or quantitative fit test performed within the prior three months, which shall include brand name and type of respirator, date and location of test, and the signature of the industrial hygienist administering the test.

(i) Qualitative fit test may be used only for fit testing of half-mask negative pressure respirators.

(ii) Quantitative fit test shall be performed on all full-face negative pressure respirators.

(c) An applicant denied a certificate on any grounds other than failure to complete a certificate application or failure to meet the minimum requirements set forth in these rules may request a hearing before the commissioner or his/her designee to contest said denial by submitting a written request for such hearing within ten days of receipt of denial.

(d) If an asbestos investigator certificate is lost or stolen, the certificate holder must immediately notify the department. An application for a replacement must be made in writing and must include a notarized statement that the certificate was lost or stolen, a statement that the applicant understands that submittal of a false statement will subject him or her to penalties and other remedies under the law, and a fee of $50. A replacement certificate may only be obtained twice in any two-year validity period. (Amended City Record 12/7/2018, eff. 1/6/2019)

Renewal of Restricted Asbestos Handler Certificate

(a) The restricted asbestos handler must apply for renewal of the certificate at least 60 days prior to the date of its expiration.

(b) Application for renewal must be made on a form approved by the department and must be accompanied by a fee of fifty dollars ($50).

(c) An applicant denied a certificate on any grounds other than failure to complete a certificate application or failure to meet the minimum requirements set forth in these rules may request a hearing before the commissioner or the commissioner's designee to contest that denial by submitting a written request for such hearing within ten days of receipt of the denial.

(d) If a restricted asbestos handler certificate is lost or stolen, the certificate holder must immediately notify the department. An application for a replacement must be made in writing and must include a notarized statement that the certificate was lost or stolen, a statement that the applicant understands that submittal of a false statement will subject him or her to penalties and other remedies under the law, and a fee of $50. A replacement certificate can only be obtained twice in any two-year validity period. (Added City Record 12/7/2018, eff. 1/6/2019)

Subchapter C Notifications, Permitting and Recordkeeping

§ 1-23 Size and Scope of Asbestos Project.

(a) For the purpose of determining whether there has been compliance with any reporting or filing requirement established in 15 RCNY §§ 1-22 through 1-27, the size and scope of the overall project shall control, with particular reference to the total amount of asbestos-containing material which will be disturbed. Such requirements may not lawfully be avoided or lessened through the performance of work in incremental or piecemeal fashion.

(b) When alternative calculations (i.e., linear feet and square feet) of the size and scope of an asbestos project result in that project coming within the definition of more than one sub- classification of asbestos project, the calculation with the higher absolute number shall determine the sub-classification of asbestos project procedures to be followed.

(c) For the purpose of 15 RCNY §§ 1-21 through 1-27, the term "work" shall be understood as in the common construction usage, i.e. not specifically related to asbestos abatement activities.

§ 1-24 Projects Requiring Certification to the Department of Buildings.

(a) This section shall apply to applications for the following projects requiring permits to be issued by the Department of Buildings:

(1) Full demolitions.

(2) Alterations, renovations, or modifications.

(3) Plumbing work, except for the direct replacement of plumbing fixtures.

(b) In accordance with Section 28-106.1 of the Administrative Code, the building owner or such owner's authorized agent must submit one of the following certifications to the Department of Buildings except as set forth below:

(1) *Asbestos Assessment Report.* If the building (or portions thereof) affected by the work are free of asbestos-containing material, ACM will not be disturbed by the work, or the amount of ACM to be abated constitutes a minor project, an asbestos assessment report (Form ACP-5) completed, signed, and sealed by a DEP-certified asbestos investigator, along with a fee of $47.00 must be submitted to DEP prior to construction document approval and to any amendment of the construction document approval which increases the scope of the project to include any surveyed area not previously covered.

(2) *Asbestos Project Completion Form.* If an asbestos project has been performed

and satisfactorily completed in accordance with these rules, a copy of the asbestos project completion form (Form ACP21) issued to the building owner or its authorized representative by DEP must be submitted to DOB prior to the issuance of a DOB permit and to any amendment of the underlying construction document approval which increases the scope of the project to include any work area not previously covered.

(3) *Asbestos Project Conditional Completion Form.* If an asbestos project has been performed but would be subject to the procedures of 15 RCNY § 1-26(c)(2)(ii), a copy of the asbestos project conditional completion form (Form ACP20) issued to the building owner or its authorized representative by DEP must be submitted to DOB prior to the issuance of a DOB permit and to any amendment of the underlying construction document approval which increases the scope of the project to include any work area not previously covered.
(Amended City Record 12/7/2018, eff. 1/6/2019)

§ 1-27 Alterations, Renovations, Modifications.

(a) As early as possible before an alteration, renovation, modification, demolition, or plumbing work takes place, or changes in such work occur, the building owner shall be responsible for having an asbestos survey performed by a DEP-certified asbestos investigator to determine the absence or presence of asbestos-containing material which may be disturbed during the course of the work. The owner of the building or authorized agent shall comply with the notification requirements of 15 RCNY § 1-25 regarding asbestos-containing material.

(b) *Asbestos Exemption.* Where the work to be performed requires a permit to be issued by the DOB, an asbestos exemption may be claimed by checking the appropriate boxes on the DOB permit application forms PW1 or LAA1, where the applicant for construction document approval certifies that:

(1) the permit sought does not involve the performance of any physical work, such as permits for zoning lot subdivisions, zoning lot reapportionment, or changes in the certificate of occupancy; or

(2) no existing building materials, as the term "building materials" is defined in these rules, are to be disturbed by the proposed work; or

(3) the activities being performed include work on one of the following: Awnings Cranes not anchored to building or structure Emergency power not involving hard wiring, e.g. battery packs Exterior concrete work (e.g. sidewalks, curb cuts, traffic islands) except if waterproofing compound is present Exterior scaffolding not anchored to building or structure Exterior trenching and drainage Ground-mounted flagpoles New storefronts in existing masonry openings (no disturbance of existing building) Radio antennas (free-standing towers) Relocating free-standing parking lot sheds Replacing rooftop air conditioning (no modification of ductwork or disturbance of building)

Roadway asphalt Sealing unsafe or abandoned buildings with cinderblock and mortar Sidewalk sheds, bridges, fences, elevators, hoists and caf signs (no penetration of building materials) Street furniture, e.g. candy or newsstands, bus shelters, kiosks Installation of new outdoor swimming pool Free-standing tents Erection of temporary structures (e.g. trailers) with electric/water lines only

(c) *Asbestos Assessment Report (ACP-5 Form).* If, after a survey performed by a DEP-certified asbestos investigator, it is determined that the building (or portion thereof) affected by the work is free of asbestos-containing material, the ACM present will not be disturbed by the work, or the amount of ACM to be abated constitutes a minor project, said asbestos investigator must complete, sign, and affix his or her seal to the asbestos assessment report (ACP-5 Form) which shall be submitted with a fee of $47.00 to DEP in accordance with 15 RCNY 1-22(b)(1).

(d) *Asbestos Project Completion Form.* Where the work to be performed constitutes an asbestos project, an asbestos project notification (ACP-7 Form) shall be submitted to DEP in accordance with the provisions of 15 RCNY 1-25. Upon completion of the asbestos project and submission of all required documentation to DEP, DEP shall issue an asbestos project completion form to the building owner or its authorized representative.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□ □Reser□ed□

□ □□□□ Asbestos Pro□ect Notifications□

(a) This section shall apply to the following categories:

(1) Removal, encapsulation, enclosure or replacement of asbestos-containing materials (including insulation); and

(2) Work in or into plenum spaces of existing buildings (e.g. electrical, ventilation, cable, sheet metal work, etc.); and

(3) Removal of asbestos-covered structures and equipment such as boilers, pipes, etc.; and

(4) Other miscellaneous activities not previously exempted.

(b) *Reserved.*

(c) *Asbestos Projects.* If the cumulative total of all surfaces affected by the work is an asbestos project, the department's asbestos project notification (ACP-7 Form) completed by the building owner or authorized agent, and listing each work area within the building separately, shall be submitted directly to the department one week in advance of the start of the work along with a filing fee in the following amounts:

(1) For work which will disturb more than 25 linear feet but less than 100 linear feet, or more than 10 square feet but less than 50 square feet, of asbestos-containing material, the fee shall be $200.

(2) For work which will disturb at least 100 linear feet and less than 260 linear feet, or at least 50 square feet and less than 160 square feet, of asbestos-containing material, the fee shall be $400.

(3) For work which will disturb at least 260 linear feet and less than 1,000 linear feet, or at least 160 square feet and less than 1,000 square feet, of asbestos-containing material, the fee shall be $800.

(4) For work which will disturb 1,000 linear feet or more, or 1,000 square feet or more, of asbestos-containing materials, the fee shall be $1,200.

(d) Modification of or deviation from the information provided in any notification submitted to the DEP under this section must immediately be reported to DEP using the ARTS E-File system if the change refers to the identity of the building owner or ACM removal contractor or the air monitoring firm; or the amount of ACM to be removed; or the dates of the project; or the specific project location. A notification may be modified no more than twice, but a modification related to the extension or reinstatement of an asbestos abatement permit shall not count towards this total. A modification is valid only if it is received by the DEP prior to the previously filed date of completion, except for

start date changes which must be received by the original start date. If the modification is received after that date, a new notification submitted directly to the department will be required. Additional work, identified after the completion of the work indicated on the asbestos project notification and successful clearance air monitoring, shall require a new notification. A notification to DEP shall be valid for one year from the date of original filing.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Asbestos Abatement Permits

(a) *Permit required.* An asbestos abatement permit authorizing the performance of construction work shall be required for asbestos projects involving one or more of the following activities:

(1) Obstruction of an exit door leading to an exit stair or the exterior of the building;

(2) Obstruction of an exterior fire escape or access to that fire escape;

(3) Obstruction of a fire-rated corridor leading to an exit door;

(4) Removal of handrails in an exit stair or ramp within the work area;

(5) Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g., smoke detectors, manual pull station) within the work area;
(6) Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path markings within the work area;

(7) Removal or dismantling of any part of a sprinkler system including piping or sprinkler heads within the work area;

(8) Removal or dismantling of any part of a standpipe system including fire pumps or valves within the work area;
(9) Any abatement activity to be performed within a building concurrently with the full demolition of such building or concurrently with the removal of one or more stories of such building.

(10) Removal of any non-load bearing/non-fire-resistance rated wall (greater than 45 square feet or 50 per cent of a given wall) within the work area;

(11) Any plumbing work other than the repair or replacement of plumbing fixtures within the work area;

(12) Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray-on fire-resistance rated materials within the work area;

(13) Removal of any fire damper, smoke damper, fire stopping material, fire blocking, or draft stopping within fire-resistance rated assemblies or within concealed spaces;

(14) Obstruction of an interior stairway leading to an exit or exit passageway of a building.

(b) *Work Place Safety Plan.*

(1) *Plan required.* For projects requiring an asbestos abatement permit due to one or more of the activities listed in (a)(1) - (14), the building owner or its authorized representative must submit, together with the asbestos project notification, a work place safety plan (WPSP) and any other applicable construction documents, which must be prepared by a registered design professional, and a permit fee as specified in subsection (g). If the WPSP is being submitted, pursuant to subsection (a)(9), it must also set forth the sequencing of the proposed work. The WPSP may not be approved unless it provides for a buffer of four floors or an adequate buffer as determined by the commissioner between the abatement and the demolition or floor removal work.

(2) *Work Place Safety Plan requirements.* The WPSP must include, but not be limited to, the following items, depending on the size and scope of the asbestos project:

(i) Floor plans showing the locations of all asbestos project work areas and decontamination enclosure systems in the building.

(ii) Floor plans indicating the locations of any components of the fire alarm system which have been deactivated, and setting forth mitigation measures to be implemented for the duration of the project.

(iii) Floor plans indicating the locations of obstructed or removed exit signage and lighting and setting forth mitigation measures to be implemented for the duration of the project.

(iv) Floor plans indicating the locations of any obstructed means of egress or required exit and setting forth mitigation measures to be implemented for the duration of the project.

(v) Floor plans or riser diagrams indicating the locations of any disengaged or removed components of the fire protection system and setting forth mitigation measures to be undertaken for the duration of the project.

(vi) A written description of all measures taken to mitigate compromised fire protection systems or means of egress, including but not limited to surveillance by a fire watch and an action plan setting forth procedures to be taken for the safety of building occupants in the event of an emergency.

(vii) If the asbestos project is being performed in a building where any dwelling unit is to be occupied for the duration of the permit, the WPSP shall include a tenant protection plan as required by Chapter 1 of Title 28 of the Administrative Code.

(viii) A list of all non asbestos contractors who will perform work on the project.

(3) *Approval.* The documents submitted, pursuant to subsection (b) will be reviewed by DEP's asbestos technical review unit (A-TRU) and by any other relevant city agencies. Upon approval by A-TRU, DEP will issue an asbestos abatement permit to the building owner or its authorized representative, who must retrieve the approved stamped copy of the WPSP from DEP and post that copy at the work place.

(4) Failure to comply with the approved WPSP is a violation of these rules.

(c) *Inspections required.*

(1) All inspections required, pursuant to Title 28 of the Administrative Code, including but not limited to special inspections required by Chapter 17 of the Building Code, must be performed by a registered design professional who is independent of the abatement contractor and hired by the building owner or that owner's authorized representative.

(2) A final inspection shall be performed by a registered design professional after all work authorized by the asbestos abatement permit is completed. The person performing the inspection shall note all failures to comply with the provisions of the Building Code or approved asbestos abatement permit and shall promptly notify the owner in writing. All defects noted in such inspection shall be corrected. The final inspection report shall either:

(i) confirm:

(A) that the construction work is complete, including the reinstallation or reactivation of any building fire safety or life safety component; and

(B) that any defects previously noted have been corrected; and

(C) that all required inspections were performed; and

(D) that the work is in substantial compliance with the approved asbestos abatement permit construction documents, the Building Code, and other applicable laws and rules; or

(ii) confirm:

(A) that the construction work does not return the building (or portion thereof) affected by the abatement project to a condition compliant with the building code and other applicable laws and rules, but that the registered design professional has reviewed an application for asbestos abatement permit construction documents approval that has been approved by the department of buildings, and the subsequent scope of work as

approved will, upon completion, render all areas affected by the asbestos project in full compliance with the building code and all applicable laws and rules; and

(B) that any defects previously noted that are not addressed by the subsequent scope of work as approved by the department of buildings, have been corrected; and

(C) that all required inspections that are not addressed by the subsequent scope of work as approved by the department of buildings were performed; and

(D) that all completed work pursuant to an asbestos abatement permit is in substantial compliance with the approved asbestos abatement permit construction documents.

(3) Final inspection reports shall be filed with the DEP on A-TR1 form. Records of final inspections made by registered design professionals shall be maintained by such persons for a period of six years after final inspection, or for such other period as the commissioner shall require, and shall be made available within 72 hours. These records may be maintained in an electronic recordkeeping system instead of in paper form.

(d) *Duration of Permit.* An asbestos abatement permit shall expire upon the earlier of one year from the date of issuance or when terminated pursuant to either of the following:

(1) The holder of an asbestos abatement permit submits a final inspection report pursuant to (c)(2)(i).

(2) The holder of an asbestos abatement permit submits a final inspection report pursuant to (c)(2)(ii) and obtains a Department of Buildings permit for work which, when completed, will render all areas affected by the project fully compliant with the building code and all other applicable rules and laws.

(e) *Failure to terminate asbestos abatement permit within year.*

(1) Failure to terminate an asbestos abatement permit pursuant to subsection (d) within a year from the date of issuance of said permit shall be a violation subject to fine unless the applicant obtains a renewal pursuant to paragraph (2) of this subdivision. Each 60-day period during which such violation continues to occur constitutes a separate offense that may be subject to a separate fine.

(2) The holder of an asbestos abatement permit may extend the term of such permit for additional six month periods upon the submission, within 30 days before the expiration of said permit, of an amendment on a form prescribed by DEP and the payment of a fee in the same amount as the fee paid for the original permit.

(3) If the holder of an asbestos abatement permit fails to terminate an asbestos abatement permit within a year from the date of issuance, the holder shall maintain the work area in a safe manner including but not limited to any mitigation measures set forth

in the WPSP and shall not perform work unless the holder reinstates the permit upon submission of an amendment on the forms prescribed by the Department and the payment of a new fee in the same amount as the fee paid for the original permit. Such reinstatement shall be valid for a period of six months from issuance. If the asbestos abatement permit is not terminated during a six-month reinstatement period, the holder of a reinstated asbestos abatement permit must submit a subsequent amendment and fee to reinstate the permit for another six-month period.

(f) *Insurance.* Entities other than NYSDOL-licensed asbestos contractors performing work pursuant to an asbestos abatement permit which does not involve the disturbance of asbestos-containing materials shall maintain insurance of the same type and amount as would be required if the entity were working pursuant to a permit issued by the Department of Buildings.

(g) *Permit fee.* The WPSP, asbestos abatement permit construction documents, as applicable, shall be accompanied by a filing fee, as follows:

Project Size	Fee
Small projects up to 99 linear feet or 49 square feet of ACM	$100
100 to 259 linear feet or 50 to 159 square feet of ACM	$300
Large projects up to 1,000 square/linear feet of ACM	$500
1,000 to 4,999 square/linear feet of ACM	$700
5,000 to 9,999 square/linear feet of ACM	$1,100
10,000 or more square/linear feet of ACM	$1,300

(h) Work covered by the asbestos abatement permit shall not commence until said permit is issued with a specified start date and posted with the approved WPSP by the applicant at the work place.

(i) If additional ACM is added to a project that has an approved WPSP, a registered design professional must submit a letter to the Asbestos Technical Review Unit affirming that the professional has visited the work place and that the additional asbestos abatement is consistent with the approved WPSP and that proposed changes will not impact egress or fire protection requirements.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Emergency Asbestos Project Notification

(a) An emergency asbestos project involves the removal, enclosure, encapsulation or cleanup of asbestos-containing material that was not planned but is undertaken when sudden unexpected event(s) result in a situation in which any delay in abatement would pose an immediate danger to public safety and health.

(b) When such an emergency asbestos project occurs, immediate telephone notification shall be provided to DEP's asbestos control program. Telephone notification shall include:

(1) Name, affiliation and telephone number of caller;

(2) Nature of the emergency;

(3) Type of asbestos work to be performed and the quantity of ACM to be abated;

(4) Exact location of the project including street address and borough;

(5) Name, address, and telephone number of the asbestos abatement contractor and the air monitoring company; and

(6) Starting and projected completion dates.

(7) Such other factors as the department may determine are relevant for that project.

(c) An asbestos project notification (ACP-7 Form) shall be submitted to DEP in accordance with the provisions of 15 RCNY § 1-25 as soon as possible, but not later than 48 hours after the project begins. In such cases, the ACP-7 Form shall be accompanied by a cover letter including the following information:

(1) that the project is an emergency asbestos project;

(2) the nature of the emergency;

(3) the DEP emergency control number issued at the time of the telephone notification; and

(4) a description of the scope of work. With respect to projects commenced under this section, the department, based on inspection by the department and other relevant agencies, may exempt the emergency project from the requirements of 15 RCNY § 1-26. Any such exemption will be confirmed in writing by the department.
(Amended City Record 12/7/2018, eff. 1/6/2019)

§ ‡§§§ Record §ee§ing Re§uirements for In§estigators§

(a) The asbestos investigator must maintain a permanent record as required under this section for every building survey for asbestos that is conducted, pursuant to or submitted in accordance with 15 RCNY §§ 1-22 through 1-27 and 1-38.

(b) For each building survey conducted prior to preparation of either the asbestos project notification (ACP-7) or asbestos assessment report (ACP-5), the investigator must compile a record which must include at a minimum:

(1) A survey report that reflects the condition of the surveyed area at the date and time of the investigator's inspection. The report is to include, at a minimum, the building or structure address and the name and address of the building or structure owner, as

well as the locations, quantities, and condition of all building materials in the affected portion(s) of the building or structure and

(2) A blueprint, diagram, drawing, or written description of each building or portion thereof inspected by the investigator that identifies clearly each location and approximate linear or square footage of all areas affected by the proposed work where material was sampled and/or assumed to be ACM, the exact locations where bulk samples were collected, and the date of collection, and

(3) The printed name and signature of any and all persons who collect bulk samples for the purpose of determining the presence of ACM, a copy of the current New York State asbestos inspector certificate of each such person, the name of the firm performing the survey and a copy of its current NYSDOL asbestos handling license, the name and address of the laboratory analyzing the samples, the date of analysis, the results of the analysis, the method of analysis and the name and signature of the person performing the analysis; and

(4) A detailed written description of any proposed demolition, renovation, alteration or modification work to be performed, including the techniques to be used and a description of affected facility components; and

(5) A chain of custody for all bulk samples collected as part of the survey.

(c) The investigator shall indicate in each record all instances in which work was performed by a non-certified individual pursuant to 15 RCNY □ 1-16(a)(2), and shall include such individual's name, address, telephone number, and a specific description of all activities performed by such individual.

(d) The investigator must maintain these records for thirty (30) years. These records may be maintained in an electronic recordkeeping system instead of in paper form. Upon the death of the investigator, records may be destroyed and notification must be sent to the Asbestos Control Program.

(e) The investigator shall make these records available during normal business hours, pursuant to an appointment without cost or restriction for inspection by a representative of the Department.

(f) Records must be stored in a manner that minimizes the possibility of damage from water. The investigator must immediately report if any records are damaged, lost or destroyed.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□ Maintenance of Pro□ect Record and Pro□ect Summar□□

(a) A project record shall be maintained for all small and large asbestos projects. During the project, the project record shall be kept on site at all times and may be maintained by the building owner or his authorized representative, which may be the asbestos abatement contractor or the air monitoring company. Upon completion of the project, the project record shall be maintained by the building owner. The project record shall be produced upon verbal or written request by any DEP inspector. Upon transfer of ownership of the building, all project records for past asbestos projects shall be turned over to the new owner. The project record shall consist of:

(1) Copies of licenses of all contractors involved in the project.

(2) Copies of DEP and NYSDOL supervisor and handler certificates for all workers engaged in the project;

(3) Copies of all project notifications and reports filed with DEP and NYSDOL for the project, with any amendments or variances;

(4) Copies of all asbestos abatement permits, including associated approved plans and work place safety plan;

(5) A copy of the air sampling log and all air sampling results;

(6) A copy of the abatement contractor’s and air monitor’s daily log books;

(7) All data related to bulk sampling including the results of any asbestos surveys performed by an asbestos investigator;

(8) Copies of all waste manifests;

(9) A copy of all project monitor's reports.

(b) In addition to the project record required in subsection (a), the asbestos abatement contractor shall maintain, for at least thirty (30) years after the end of the project, a project summary for each asbestos project in which they engage. These records may be maintained in an electronic recordkeeping system instead of in paper form. That project record must consist of the following:

(1) Name, address, and DEP certificate number of all individuals who worked on the project;

(2) Location and general description of the project;

(3) Amount of ACM abated;

(4) Start and completion dates;

(5) Name, address, and NYSDOL asbestos handling license number of the air monitoring company;

(6) Name, address, and ELAP registration number of the laboratory used for air sample analysis;

(7) Name and address of the site used for disposal of the ACM waste generated by the project;

(8) Name and address of the asbestos hauler;
(9) Copy of the project log.

(c) The building owner, contractor or air monitor, as applicable, must make the project record or project summary required by this section available for inspection by DEP within 72 hours of request, except that during the project the project record must be made available upon request.

(d) In addition to the project record required in subdivision (a), the air monitoring company must maintain, for at least thirty (30) years after the end of the project, a project summary for each asbestos project in which the company engages. These records may be maintained in an electronic recordkeeping system instead of in paper form. The project summary must consist of the following:

(1) The DEP certificate number of all individuals who worked on the project;

(2) The location and general description of the project;

(3) The start and completion dates for the project;

(4) The name, address, and ELAP registration number of the laboratory used for air sample analysis; and

(5) A copy of the project air sampling log.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Subcha□ter D□Air and Bul□ Sam□ling, Monitoring and Anal□sis

Part □□A□□licabilit□

□ □□□□ Performance of Air and Bul□ Sam□ling, Monitoring and Anal□sis□

Air sampling, monitoring, and analysis on asbestos projects, and bulk sampling and analysis to determine asbestos content, shall be performed in accordance with the provisions of the following 15 RCNY □□ 1-31 through 1-45 inclusive.

Part □□Personnel □ualifications and E□ui□ment S□ecifications

□ □□□□ Persons □ualified to Perform Sam□ling and Anal□sis□

(a) Sampling and analysis shall be performed by:

(1) A third party who is contracted by the building owner, holds a current NYSDOL asbestos handling license, and is completely independent of all parties involved in the asbestos project. The third party who conducts air sampling on an asbestos project shall not be a subcontractor of the abatement contractor, and shall not have any business, personal, or other relationship with the abatement contractor. The building owner shall select and hire the air monitoring firm without recommendation or reference from the abatement contractor. It shall be a violation of this subsection, chargeable against the abatement contractor, the air monitoring firm, and the building owner, for an air monitoring firm to conduct air monitoring on an asbestos project where there is a business or personal relationship between the abatement contractor and the air monitoring firm. It shall be considered prima facie evidence of a business or personal relationship between an abatement contractor and an air monitoring firm when the same firm performs air monitoring on all or virtually all of a given abatement contractor's projects. The person who conducts sampling shall be currently certified as a New York State Asbestos Project Air Sampling Technician when performing air sampling. Failure to have a valid certification based either on office records or upon request shall be a violation chargeable against the individual conducting the sampling; or

(2) Sampling and analysis staff which may not be independent of the building owner but are independent of the abatement contractor involved in the asbestos project, but only if such staff:

(i) performs in conjunction with a third party quality assurance program in which 10 percent of the samples, except for bulk samples initially found to contain ACM, from each project are randomly selected and will be analyzed by both entities; and

(ii) in the case of air sampling, possesses valid New York State Asbestos Project Air Sampling Technician Certification.

(3) Sampling and analysis staff of a public service corporation with respect to

asbestos projects that involve electric, steam or gas generation, distribution or transmission facilities provided that the requirements of subparagraphs (i) and (ii) of paragraph 2 of this section are complied with.

(4) Only persons certified by the Department as asbestos investigators or by New York State Department of Labor as Asbestos Inspectors may select and collect bulk samples for analysis.

(b) One air sampling technician must be present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection.

(c) Bulk sample analysis (PLM or gravimetric reduction and TEM analysis) shall be performed by laboratories with the appropriate accreditation in the ELAP.

(d) Air Sample Analysis (PCM) shall be performed by laboratories with the following qualifications:

(1) Successful completion by the laboratory's active analysts of the NIOSH 582 training course which outlines the NIOSH 7400 method; and

(2) Analysts with skills in the appropriate methodology and proficiency in the NIOSH PAT Program for PCM analysis; and

(3) Accreditation in ELAP.

(e) Air Sample Analysis (TEM) shall be performed by analysts who possess skills in TEM analysis, are accredited in ELAP, and participate in an in-house quality assurance program using the National Institute of Standards and Technology (NIST SRM 1876 b) or traceable standard.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□ Sam□ling E□ui□ment Re□uirements□

(a) *Bulk sampling requirements.*

(1) Bulk samples shall be taken by whatever method minimizes the potential for fiber release.

(2) Any material which remains exposed as a result of the sampling procedure shall be sealed.

(b) Area air sampling equipment for Phase Contrast Microscopy (PCM) shall be utilized in accordance with the equipment and sampling procedures specified within the NIOSH 7400 Method modified for area sampling.

(c) Area air sampling equipment for Transmission Electron Microscopy (TEM) shall be

utilized in accordance with the sampling procedures specified within 40 C.F.R. Part 763, Subpart E, Appendix A – Section II Mandatory Transmission Electron Microscopy Method, Subsection B - Sampling.

(d) Air sampling pumps must have a constant controlled flow and must have the flow rate capacity to perform sampling as specified in these rules. A properly calibrated rotometer must be used to check the flow rate. A rotometer, along with its current calibration sheet, must be available at the work place for the duration of air sample collection. Primary and secondary calibration devices must be calibrated as per NYSDOH ELAP requirements.

(e) Sampling pumps, cassettes, and tubing shall be checked before, during and after use. The sampling assembly shall be checked for leaks and occlusions.

(f) A project air sampling log must be created and maintained in a bound notebook by the air monitoring company. The project air sampling log must be available at the work site. A copy of the log must be submitted to the department within 72 hours of request. The log must contain the following information for all area air samples collected on the asbestos project:

(1) Name of the firm and the certified air sampling technician performing the project air sampling, per work shift or day for all area air samples collected.

(2) Dates of project air sample collection, per work shift or day of area air samples, with appropriate reference to the work area to which the air samples apply.

(3) Sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection.

(4) Flow rate primary or secondary calibration device identification number, method of flow rate primary or secondary device calibration and date of last calibration, per work shift or day of area air samples.

(5) Flow rate of sampling pumps with pre and post calibration listed for each area air sample collected.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□ Asbestos Assessment Re□ort – Asbestos Sur□e□ and Sam□ling Re□uirements□

(a) The asbestos survey shall at a minimum identify and assess the exact locations and quantities of ACM, PACM, and suspect miscellaneous ACM. The asbestos investigator is responsible for the identification and assessment of all types of ACM, PACM and suspect miscellaneous ACM within each area, as indicated by the proposed scope of work or job description(s) indicated in the DOB permit applications or plans.

(b) The asbestos investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, must collect bulk samples and submit for analysis in accordance with 15 RCNY □□ 1-36(c), 1-37(a) and 1-44(c) and EPA publications 560/5-85-024 and 560/5-85-030A, and 40 C.F.R. Part 763.80, 763.85, and 763.86.

(1) *PACM Sampling Requirements.*

(a) *Surfacing Material.* Surfacing material includes but is not limited to fireproofing, acoustical plaster, finish plasters and skim coats of joints. Surfacing materials must be sampled as follows:

i. At least 3 samples from each homogeneous area that is 1,000 square feet (sf) or less.

ii. At least 5 samples from each homogeneous area that is greater than 1,000 sf but that is 5,000 sf or less.

iii. At least 7 samples from each homogeneous area that is greater than 5,000 sf.

(b) *Thermal System Insulation (TSI).* TSI includes, but is not limited to, equipment insulation, boiler, breeching, boiler rope, duct, or tank insulation, cement or mortar used for boilers and refractory brick, piping and fitting insulation including but not limited to wrapped paper, aircell, millboard, rope, cork, preformed plaster, job molded plaster and coverings over fibrous glass insulation. TSI must be sampled as follows:

i. At least 3 samples from each homogeneous area of TSI.

ii. At least one sample from each homogeneous area of patched TSI if the patched section is less than 6 linear feet or 6 square feet.

iii. In a manner sufficient to determine if the material is ACM, for packed fittings such as elbows, valves, tees, etc.

iv. Samples are not required where the asbestos investigator has determined that the TSI is fiberglass, foam glass, rubber, or other non-asbestos containing building material.

(c) *Suspect Miscellaneous Materials.* Other suspect miscellaneous materials including, but not limited to, insulation board, vapor barriers, coatings, non-metallic or non-wood roof decking, felts, cementitious board (transite), pipe (transite), flashing, shingles, galbestos, dust and debris, floor tiles, cove base, floor leveler compound, ceiling tile, vermiculite insulation, gaskets, seals, sealants (including for condensate control), vibration isolators, laboratory tables and hoods, chalkboards, pipe penetration packing and other fire-stopping materials, millboard, electrical wire insulation, fire curtains, fire blankets, fire doors, brakes and clutches, mastics, adhesives, glues, caulks, sheet flooring (linoleum), wallpaper, drywall, plasterboard, spackling/ joint compound, textured

paint, grout, glazing compound, and terrazzo. Suspect miscellaneous materials must be sampled as follows: At least 2 samples shall be taken, or samples shall be taken in a manner sufficient to determine if the material is ACM.
(Added City Record 12/7/2018, eff. 1/6/2019)

Part □□Monitoring Procedures

□ □□□□ Air Sam□ling Schedule□

(a) At a minimum, air sampling shall be conducted in accordance with the following schedule:

Abatement Acti□it□		Pre□ Abatement	During Abatement	Post□ Abatement
Equal to or Greater than 10,000 ft. ^{2} or 10,000 linear ft. of ACM per work area		PCM	PCM	TEM
Less than 10,000 ft. ^{2} or 10,000 linear ft. of ACM		PCM	PCM	PCM
Large Asbestos Projects				
1.	Full Containment	10	5	10
2.	Glovebag inside Tent	5[a]	5[a]	5[a]
3.	Exterior Foam and Vertical Surfaces	–	5[c]	5[d]
4.	Interior Foam	10	5[c]	10[d]
Small Asbestos Projects				
1.	Full Containment	6	3	6
2.	Glovebag inside Tent	3[b]	3[b]	3[b]
3.	Tent	3[b]	3[b]	3[b]
4.	Exterior Foam and Vertical Surfaces	–	3[c]	3[d]
5.	Interior Foam	6	3[c]	6[d]
Minor Projects				
1.	*Glovebag inside Tent*	–	–	1[d]
2.	*Tent*	–	–	1[d]
3.	Exterior Foam and Vertical Surfaces	–	–	1[d]
4.	Interior Foam	–	–	1[d]

a if more than three (3) tents then two (2) samples required per enclosure.
b if more than three (3) tents then one (1) sample required per enclosure.
c samples shall be taken within the work area(s).
d area sampling is required only if:
– visible emissions are detected during the project
– during-abatement area sampling results exceeded 0.01 f/cc or the pre-abatement area sampling result(s) for interior projects where applicable.
– work area to be reoccupied is an interior space at a school, healthcare, or daycare facility.
Note: TEM is acceptable wherever PCM is required.

(b) *Pre-Abatement.* Prior to commencement of abatement activities, the number of samples specified below shall be taken during normal occupancy activities and circumstances at the work site. Samples shall be taken at the following locations:

(1) For large full-containment and interior foam method asbestos projects, a minimum of five samples inside and five samples outside the proposed work area.

(2) For small full-containment and interior foam method asbestos projects, a minimum of three samples inside and three outside the proposed work area.

(3) For large and small asbestos projects employing the glovebag procedure within a tent, a minimum of five and three samples, respectively, or two samples per enclosure if more than three enclosures.

(4) For small asbestos projects solely employing tent procedure, a minimum of three samples inside each proposed work area, or two samples per enclosure if more than three enclosures.

(5) For all exterior projects (foam or vertical surface), no pre-abatement sampling is required.

(c) *During abatement.* Frequency and duration of the air sampling during abatement shall be representative of the actual conditions during the abatement. Area sampling shall be conducted daily and continuously during a work shift. If more than one daily work shift is required to accomplish the work, area sampling shall be performed on each work shift. Area sampling is not required on days when there are no abatement activities. For project air samples collected during the abatement, the period of time permitted between completion of air sample collection and receipt of results on the job site shall not exceed 48 hours. The following minimum schedule of samples shall be required during the work shift.

(1) For large asbestos projects employing full containment, area air sampling shall be performed at the following locations:

(i) Two area samples outside the asbestos project work area in uncontaminated areas of the building, remote from the decontamination facilities.

(A) Primary location selection shall be within 10 feet of isolation barriers.

(B) Where negative ventilation exhaust ducting runs through uncontaminated building areas, one area sample will be required in these areas to monitor any potential fiber release.

(C) Where exhaust tubes have been grouped together in banks of up to five (5) tubes, with each tube exhausting separately and the bank of tubes terminating together at the same controlled area, one area air sample shall be taken.

(ii) One area sample within five feet of the uncontaminated entrance to each worker decontamination and waste decontamination enclosure system, or parallel worker and waste decontamination system, if applicable; and

(iii) One area sample within 5 feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors but not within a duct.

(iv) One area sample outside, but within 25 feet of, the building or structure, if the entire building or structure is the work area.

(2) For large asbestos projects involving interior foam method, area air sampling shall be performed at the following sampling locations:

(i) One area sample taken outside the work area within 10 feet of isolation barriers.

(ii) One area sample taken within five feet of the uncontaminated entrance to each worker decontamination and waste decontamination enclosure system, or parallel worker and waste decontamination system, if applicable.

(iii) One area sample within 5 feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors but not within a duct, if applicable.

(iv) Three area samples inside the work area.

(v) One area sample where the negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.

(3) For large asbestos projects involving exterior foam method or removal of ACM from vertical surfaces, a minimum of five continuous area samples shall be taken concurrently with the abatement for each work area using the following minimum requirements:

(i) Four area samples inside the work area and remote from the decontamination systems.

(ii) One area sample within five feet of the uncontaminated entrance to each worker and waste decontamination enclosure system, or parallel worker and waste decontamination system, if applicable.

(iii) One area sample outside the work area within 25 feet of the building or structure, if the entire building or structure is the work area.

(iv) One area sample inside the building or structure at the egress point to the work area, if applicable.

(4) For large asbestos projects employing the glovebag procedure within a tent, a minimum of five continuous air samples shall be taken concurrently with the abatement

for each work area, unless there are more than three enclosures, in which case two area samples per enclosure are required.

(i) Four area samples taken outside the work area within ten feet of tent enclosure(s).

(ii) One area sample taken within five feet of the uncontaminated entrance to each worker and waste decontamination enclosure system, or parallel worker and waste decontamination system, if applicable.

(iii) One area sample within five feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors, but not within a duct, if applicable.

(iv) One area sample where negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.

(5) For small asbestos projects employing full containment, a minimum of three continuous area samples shall be taken concurrently with the abatement for each work area at the following locations:

(i) Two area samples taken outside the work area within ten feet of the isolation barriers.

(ii) One area sample within five feet of the uncontaminated entrance to each worker or waste decontamination enclosure system, or parallel worker and waste decontamination system, if applicable.

(iii) One area sample within five feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors, but not within a duct, if applicable.

(iv) One area sample where negative ventilation exhaust ducting runs through an uncontaminated building area, if applicable.

(6) For small asbestos projects involving the use of foam method on the exterior of a building or the removal of ACM from exterior surfaces, a minimum of three continuous area samples shall be taken concurrently with the abatement for each work area at the following locations:

(i) Two area samples inside the work area and remote from the decontamination systems.

(ii) One area sample within five feet of the uncontaminated entrance to each worker and waste decontamination enclosure system, or parallel worker and waste decontamination system, if applicable.

(iii) One area sample inside the building or structure at the egress point to the work area, if applicable.

(7) For small asbestos projects using the tent procedure (with or without the use of glovebags), a minimum of three area samples shall be taken concurrently with the abatement for each work area unless there are more than two enclosures, in which case one sample per enclosure is required.

(i) Two area samples taken outside of the work area within ten feet of the tent.

(ii) One area sample within five feet of the uncontaminated entrance to each worker and waste decontamination system, or parallel worker and waste decontamination system, if applicable.

(iii) One area sample within five feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors, but not within a duct, if applicable.

(iv) One area sample where negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.

(8) For small asbestos projects employing interior foam procedures, a minimum of three continuous area samples shall be taken concurrently with the abatement for each work area at the following locations:

(i) One area sample taken inside the work area.

(ii) One area sample taken within five feet of the uncontaminated entrance to each worker and waste decontamination enclosure system, or parallel worker and waste decontamination system, if applicable.

(iii) One area sample taken outside the work area within ten feet of the isolation barriers.

(iv) One area sample where negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.

(d) Post-abatement. Post-abatement clearance air monitoring shall include at a minimum the number of area samples specified below, to be taken for each homogeneous work area.

(1) For small asbestos projects:

(i) involving full containment or interior foam method (if required by 15 RCNY □ 1-41(a)), three area samples inside and three outside the work area;

(ii) involving tent procedure (with or without the use of glovebags), three area samples inside each work area or one area sample inside each tent if there are more than three tents;

(iii) involving exterior foam method or removal from vertical surfaces, three area

samples inside the restricted area beneath and/or immediately adjacent to the work area, only if visible emissions were detected during the project, or abatement area samples exceeded 0.01 f/cc.

(2) For large asbestos projects:

(i) a minimum of five area samples inside and five outside the work area, for projects involving full containment or interior foam method (if required by 15 RCNY □ 1-41(a)). In addition to the five sample minimum, one representative area sample must be collected both inside and outside the work area for every 5,000 square feet above 25,000 square feet of floor space when ACM has been abated.

(ii) a minimum of five area samples inside each tent enclosure where glovebag procedures are being used, or two area samples inside each tent where glovebag procedures are being used if there are more than three tents;

(iii) involving exterior foam method or removal from vertical surfaces, five area samples inside the restricted area beneath and/or immediately adjacent to the work area, only if visible emissions were detected during the project, or abatement area samples exceeded 0.01 f/cc.

(3) When TEM analysis is employed a minimum of 5 samples from outside the work area shall also be collected.

(4) For minor projects post-abatement clearance air monitoring is not required, unless visible emissions were detected outside the work area and/or levels exceeded 0.01 f/cc during abatement, or the project was conducted inside a school, daycare, or healthcare institution. In such cases, one area sample shall be taken.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□ Monitoring Re□uirements□

Monitoring requirements and procedures for other than post-abatement clearance air monitoring are as follows:

(a) The sampling zone for indoor air samples shall be representative of the building occupants' breathing zone. However, at no time shall the sampling cassette be placed less than 4 feet from the ground. Air samplers shall be placed so that they are not influenced by unusual air circulation patterns or by the configuration of the space or by each other. Air sampling cassettes shall be mounted upon commercially-available aluminum tripods and shall not be placed within two feet of walls or obstructions such as the corners of rooms or furniture.

(b) If possible, ambient samplers should be placed about 6 feet above the ground surface in reasonable proximity to the building and away from obstructions and drafts that may unduly affect airflow. For outdoor samples, if access to electricity and concerns

about security dictate a rooftop site, locations near vents and other structures on the roof which would unduly affect airflow shall be avoided.

(c) *Samples shall have a chain of custody record.* The project air sampling log required pursuant to 15 RCNY § 1-37(f) does not satisfy the chain of custody requirement.

(d) In accordance with the above criteria, area samples (see 15 RCNY § 1-41) shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM 25 mm	560	5 to 15 liters/min.
TEM 25 mm	560	1 to 10 liters/min.
TEM 37 mm	1,250	1 to 10 liters/min.

(e) For small projects including tent procedures, sampling shall start with the installation of the containment and shall run concurrently with the procedure.

§ 1-85 Post-Abatement Clearance Air Monitoring.

Post-abatement clearance air monitoring requirements are as follows:

(a) (1) Sampling shall not begin until a visual inspection, conducted by a project monitor who is independent of the abatement contractor and by the asbestos handler supervisor, confirms that all containerized waste has been removed from work and holding areas and there is no visible ACM debris or residue on or about all abated surfaces; and

(2) Sampling shall not begin until at least 1 hour after the area is dry from the third cleaning (see 15 RCNY § 1-112(e)) and no visible pools of water or condensation remain. For pre-demolition asbestos abatement activity, sampling shall begin 2 hours after the area is dry and no visible pools of water or condensation remain.

(b) Samplers shall be placed at random around the work area. If the work area contains the number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the required number of samples a representative sample of rooms shall be selected.

(c) The representative samplers placed outside the work area but within the building shall be located to avoid any air that might escape through the isolation barriers and shall be approximately 50 feet from the entrance to the work area, and 25 feet from the isolation barriers.

(d) The following aggressive sampling procedures shall be used within the work area during all clearance air monitoring:

(1) Before starting the sampling pumps, use forced air equipment (such as a 1

horsepower leaf blower) to direct exhaust air against all walls, ceilings, floors, ledges and other surfaces in the work area.

(i) For asbestos projects: this pre-sampling procedure shall take at least 5 minutes per 1,000 sq. ft. of floor area; then install one 20-inch fan per 10,000 cubic feet of room space. Then immediately place the fan on slow speed and point it toward the ceiling.

(ii) For pre-demolition asbestos abatement activity, this pre-sampling procedure shall take at least three minutes, after which the 20-inch fan shall be left running unattended in the work area throughout sampling. This procedure shall be acceptable when the floor area of the work area is less than 500 square feet. At or above 500 square feet of floor area within the work area, the aggressive sampling procedures specified in this subdivision (d) for asbestos projects shall be conducted.

(2) Start the sampling pumps and sample for the required time or volume.

(3) Turn off the pump and then the fan(s) when sampling is completed.

(e) For post-abatement monitoring, area samples shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM	1,800 Liters	5 to 15 liters/min.
TEM	1,250 Liters	1 to 10 liters/min.

(f) Each homogeneous work area which does not meet the clearance criteria shall be thoroughly recleaned using wet methods, with the negative pressure ventilation system in operation. New samples shall be collected in the work area as described above. The process shall be repeated until the work site passes the test.

(g) For an asbestos project with more than one homogenous work area, the release criterion shall be applied independently to each work area.

□ □□□□ Anal□sis and Re□orting Results□

Laboratory analyses and reporting shall be considered evidence of compliance with this chapter only if they conform to the following requirements:

(a) PCM area air samples shall be analyzed and reported in accordance with the NIOSH 7400 method using "A" Counting Rules.

(b) TEM area air samples must be analyzed and reported in accordance with the mandatory or non-mandatory Electron Microscopy Methods set forth at 40 C.F.R. Part 763, Subpart E.

(c) Bulk samples must be analyzed and reported in accordance with the Method for the Determination of Asbestos in Bulk Building Materials found in 40 C.F.R. Part 763,

Subpart E, or other methods approved by the National Institute of Standards and Technology, the National Institute of Occupational Safety and Health, the United States Environmental Protection Agency, or New York State Department of Health.

(d) Bulk and air sampling results/reports shall be submitted directly to the Department upon request within 72 hours.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Action Criteria

(a) When visible emissions occur outside the work area, or any area air sample has indicated a determinant level of fiber concentrations greater than the larger of baseline levels or 0.01 f/cc, work shall stop for inspection.

(1) For large or small asbestos projects, the integrity of barriers, if disturbed, shall be restored. Clean-up of surfaces outside of the work area using HEPA vacuums or wet cleaning techniques shall be done prior to resuming abatement activities.

(2) For tent procedures, HVAC systems to or in the work area shall be shut down and the work area shall be wet cleaned or HEPA vacuumed until the area air samples indicate the fiber concentration is below the determinant level. If fiber concentrations remain above the determinant level for longer than 24 hours, isolation barriers and engineering controls shall be installed and maintained.

(b) Clearance and/or reoccupancy criteria. (1) The clearance criteria shall be applied to each homogeneous work area independently.

(2) For PCM analysis involved in alteration or renovation projects, the clearance air monitoring shall be considered satisfactory when every sample is less than or equal to 0.01 f/cc or less than the ambient concentration, whichever is larger.

(3) For TEM analysis, the clearance monitoring will be considered satisfactory if conducted in accordance with 40 C.F.R. Part 763, Subpart E, Appendix A Section IV – Mandatory Interpretation of Transmission Electron Microscopy Results to Determine Completion of Response Actions.

(4) Clearance air monitoring results shall be submitted directly to the Department within 24 hours of request.

Subcha□ter E□Personnel Protection and E□ui□ment S□ecifications

Part □□Personnel Protection and H□giene

□ □□□□ Personnel Protection and H□giene Re□uirements□

(a) Prior to project initiation, all workers engaged in abatement activities on an asbestos project or minor project must be certified by DEP.

(b) At least one asbestos handler supervisor shall be present at the work site while abatement activities are being conducted on an asbestos project or minor project, except that during minor projects the supervisor does not have to be physically present at all times but must be readily available.

(c) Personal protective equipment must be worn by all individuals inside the work place during abatement activities, except that gloves need not be worn during those work place preparation activities which do not involve the disturbance of ACM. Personal protective equipment must meet the following specifications:

(1) Disposable clothing including head, hand, foot and full body protection shall be provided by the contractor in sufficient quantities and adequate sizes for all workers and authorized visitors.

(2) Hard hats, protective eyewear, gloves, rubber boots and/or other footwear must be provided by the contractor as required for workers and authorized visitors. Safety shoes and hard hats must be in accordance with the most recent ANSI standards.

(3) Contaminated clothing shall be sealed in impermeable bags and the bags shall be appropriately labeled.

(d) Personal air monitoring shall be performed in accordance with current OSHA regulations. Such records shall be made available within 72 hours to authorized Department representatives upon request.

(e) Personal Hygiene at the work site shall meet the following requirements:

(1) There shall be no smoking on any floor of the building where abatement activities are taking place.

(2) Jewelry, watches, and cellular telephones shall not be worn, carried, or kept in contaminated areas.

(3) The contractor shall provide clean change areas for the workers. Change areas shall be equipped with separate storage facilities for protective clothing and street clothing.

(4) If lunch areas are provided, they shall be located outside the work place in an area in which the airborne concentrations are below 0.01 f/cc.

(5) There shall be no eating, drinking, application of cosmetics, or chewing of gum or tobacco inside the work place. There shall be no food or beverages present in the work place.

(6) There shall be no lighters or matches in the work place.

(f) The contractor must have available the following information at the work place:

(1) A copy of the U.S. Environmental Protection Agency Regulations for Asbestos, 40 C.F.R. 61 Subparts A and M and a copy of OSHA Asbestos Regulations, 29 C.F.R. □ 1926.1101, and 12 NYCRR Part 56; and

(2) A list of telephone numbers for local hospital, location of hospital and/or emergency squad, local fire department, the building owner (or representative) and the N.Y.C. Asbestos Control Program, and

(3) A copy of these Rules, the most recent Asbestos Abatement Notice (Form ACP-13), asbestos abatement (ATRU) permits, any variance application (Form ACP-9) and DEP approval thereof, and

(4) A copy of all Safety Data Sheets (SDS) for chemicals used during the asbestos project, and

(5) Original New York City Asbestos handler and supervisor certificates of all workers in the work site, and

(6) A copy of the current New York State Department of Labor asbestos handling license of the abatement contractor and air monitoring company.

(7) A copy of any asbestos survey performed in the affected building in accordance with these rules.

(g) The contractor must post signs during all abatement activities. Signs must be posted at all approaches to the work place including internal doorways which provide access to the work place. These signs must include the following information:

DANGER
ASBESTOS MAY CAUSE CANCER, CAUSES DAMAGE TO LUNGS
AUTHORI□ED PERSONNEL ONLY
□ EAR RESPIRATORY PROTECTION AND PROTECTIVE CLOTHING IN THIS AREA

(h) Warning labels must be affixed to all waste containers containing asbestos material and must include the following information:

DANGER **CONTAINS ASBESTOS FIBERS** **MAY CAUSE CANCER, CAUSES DAMAGE TO LUNGS** **DO NOT BREATHE DUST** **AVOID CREATING DUST**

(Amended City Record 12/7/2018, eff. 1/6/2019)

Part □□E□ui□ment S□ecifications

□ □□□□ Materials and E□ui□ment□

The materials and equipment used during all abatement activities shall conform with the following:

(a) During abatement activities, replacement materials shall be stored outside the work area in a manner to prevent contamination. Materials required for the asbestos project (i.e. plastic sheeting, replacement filters, duct tape, etc.) shall be stored to prevent damage or contamination.

(b) When asbestos-containing material that has been used for fireproofing or insulation is removed, the replacement material shall comply with all applicable provisions of the New York City Administrative Code and regulations.

(c) For plasticizing, fire-retardant polyethylene sheeting with 6-mil thickness or greater, in sizes to minimize the frequency of joints, shall be employed.

(d) Duct tape and selected adhesive shall be capable of sealing joints of adjacent sheets of polyethylene, facilitating attachment of polyethylene sheets to finished or unfinished surfaces, and of adhering under both dry and wet conditions, including during the use of amended water.

(e) Airtight and watertight containers must be provided to receive and retain any asbestos-containing waste materials. Plastic bags used for waste storage or disposal must be a minimum of 6-mil in thickness. All containers must be labeled in accordance with OSHA Regulation 29 C.F.R. 1926.1101.

(f) Materials used to enclose ACM shall be impact resistant and assembled to be airtight Gypsum panels taped at the seams, tongue and groove boards, and boards with spline joints all qualify.

(g) Power tools used to drill, cut into, or otherwise disturb ACM shall be

manufacturer-equipped with HEPA filtered local exhaust ventilation. Abrasive removal methods, including the use of bead blasters, are prohibited.

(h) Ladders or scaffolds of sufficient dimension and quantity shall be available so that all work surfaces can be easily and safely reached by inspectors. Scaffold joints and ends shall be sealed with tape to prevent incursion of asbestos fibers.

(i) Electrical equipment shall be Underwriters Laboratory listed and approved.

(j) Surfactants, strippers, sealers, or any other chemicals used during the asbestos project shall be non-carcinogenic and non-toxic.

(k) Plastic sheeting used in the construction of temporary enclosures shall be fire-retardant in accordance with NFPA 701. Wood or other materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 255, ASTM D-2898, ASTM E84, and UL 723.

(l) Equipment and materials may be substituted for those specified in this chapter only if determined to be equivalent after review by the Department.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Subcha□ter F□Asbestos Pro□ect Procedures

Part □□A□□licabilit□

□ □□□□ A□□licabilit□□

In addition to 15 RCNY □□ 1-01 through 1-61, the following 15 RCNY □□ 1-81 through 1-83, 1-91 through 1-94 and 1-111 and 1-112 shall apply to all asbestos projects. 15 RCNY □□ 1-101 through 1-110 shall apply to all asbestos abatement activities.

Part □□□ or□ Place Pre□aration

□ □□□□ General □ or□ Place Pre□aration Re□uirements□

The following procedures shall be followed during the conduct of abatement activities on asbestos projects. The procedures set forth in this subdivision shall be performed in the order set forth below:

(a) The building owner or designated representative must provide notification to all occupants of the work place and immediate adjacent areas of the asbestos project. Information provided in the notification must include contractor, project location and size, amount and type of ACM, abatement procedure, dates of expected occurrence and the Call Center "311" for government information and services. Postings of this notification must be in English and Spanish, at eye level, in a conspicuous, well-lit place, at the entrances to the work place and immediate adjacent areas. The notice must have the following heading: **NOTICE OF ASBESTOS ABATEMENT**, in a minimum of two inch sans serif, gothic or block style lettering, with the balance of the lettering of the notice to be of the same type lettering in a minimum of one inch size. The notices must be posted 7 calendar days prior to the start of the project and must remain posted until clearance air monitoring is satisfactorily concluded. A lessee initiating an asbestos project must give 10 calendar days notice to the owner of the subject building.

(b) A floor plan showing the areas of the building under abatement and the location of all fire exits in said areas shall be prominently posted in the building lobby or comparable location, along with a notice stating the location within the building of the negative air cutoff switch required under 15 RCNY □ 1-91(f), if applicable.

(c) The work place shall be vacated by the occupants prior to work place preparation and until successful clearance air monitoring.

(d) Electric power to all work areas shall be shut down and locked out except for electrical equipment that must remain in service. Safe temporary power and lighting shall be provided in accordance with all applicable codes. Existing light sources (e.g. house lights) shall not be utilized. All power to work areas shall be brought in from outside the area through ground-fault circuit interrupter at the source.

(1) If electrical circuits, machinery, and other electrical systems in or passing though the work area must stay in operation due to health and safety requirements, the following precautions must be taken:

(i) All unprotected cables, except low-voltage (less than 24 volts) communication and

control system cables, panel boxes of cables and joints in live conduit that run through the work area shall be covered with three (3) independent layers of six (6) mil fire retardant polyethylene. Each layer shall be individually duct taped and sealed. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air sampling results have been obtained.

(ii) Any energized circuits remaining in the work area shall be posted with a minimum two (2) inch high lettering warning sign which reads: DANGER LIVE ELECTRICAL – EEP CLEAR. A sign shall be placed on all live covered barriers at a maximum of ten (10) foot intervals. These signs shall be posted in sufficient numbers to warn all persons authorized to enter the work area of the existence of the energized circuits.

(e) The worker decontamination enclosure system shall be installed or constructed prior to plasticizing the work area or before disturbing ACM.

(f) (1) Prior to erection of partitions, ACM that may be disturbed during this activity shall be:

(i) removed using a tent procedure (including engineering controls); and/or

(ii) treated via wet methods.

(2) Removal by the above procedures shall be limited to a maximum of a one foot wide strip running the length and/or height of the partition and is allowed only to facilitate erection of the partitions.

(g) All boilers and other equipment within the work area shall be shut down, locked out, and tagged out and the burner/boiler/equipment accesses and openings shall be sealed in accordance with 15 RCNY 1-81(n) until abatement activities are complete. If the boiler or other exhausted equipment will be subject to abatement, all breeching, stacks, columns, flues, shafts, and double-walled enclosures serving as exhausts or vents shall be segregated from the affected boiler or equipment and sealed airtight to eliminate potential chimney effects within the work area. Heating, Ventilation and Air Conditioning (HVAC) System Isolation methods are listed below in order of preference; the more complex and potentially problematic methods maybe used when the more preferred procedures are impractical.

(1) shut down and lock out HVAC systems and install isolation barriers (see 15 RCNY 1-81(n)) to prevent contamination and fiber dispersal to other areas of the structure, or

(2) isolate locally and provide temporary HVAC, or

(3) positive pressurization of the HVAC system. This procedure shall be applied only under the direction and control of a professional engineer, or other knowledgeable licensed professional.

(h) Abatement shall not commence until work place preparation has been completed.

(i) Movable objects within the proposed work areas shall be pre-cleaned (i.e., prior to commencing general abatement) using HEPA filtered vacuum equipment and/or wet cleaning methods and such objects shall be removed from the work area. If carpeting is left in place, it shall be covered with fire retardant 6-mil plastic sheeting, and then $^3/_8$ in. rigid flooring prior to normal plasticizing.

(j) All flammable materials shall be removed from the work area and all sources of ignition (including but not limited to pilot lights) shall be extinguished.

(k) Fixed objects which will remain within the proposed work areas must be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclosed with two layers of fire retardant 6-mil plastic sheeting sealed to protect from re-contamination. Sprinklers, standpipes, and other fire protection systems must remain in service and must not be plasticized.

(l) Any source of emergency lighting which is temporarily blocked as a result of work place preparation shall be replaced for the duration of the project by battery operated or temporary exit signs, exit lights, or exit path markings.

(m) Prior to plasticizing, the proposed work areas shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning methods. Methods that raise dust, such as sweeping or vacuuming with equipment not equipped with HEPA filters, are prohibited.

(n) The isolation barriers (i.e., sealing off of all openings, including but not limited to windows, corridors, doorways, barriers, skylights, ducts, grills, diffusers, and any other penetrations of the work place) shall be installed with two layers of fire retardant 6-mil plastic sheeting sealed with tape. All seams of HVAC or other system components that pass through the work place shall also be sealed.

(o) The work area shall be segregated from the remainder of the work site by construction of temporary structural partitions as follows:

(1) Partitions shall be constructed of conventional 2 x 3 (minimum) wood or metal stud framing, 16"CC maximum, to support barriers in all openings larger than 32ft^2, except where any one dimension is 1 foot or less, or where openings are exits covered in subdivision (p) below.

(2) A solid construction material (e.g. fire rated plywood) of at least $^3/_8$" thickness shall be applied to the work side of the framing. In secure interior areas where partitions are not subject to access from the public, an additional layer of fire retardant 6-mil plastic sheeting may be substituted for the solid construction material.

(3) The partitions shall be caulked/sealed at the floor, ceiling, walls, joints and fixtures to form an airtight seal.

(4) Where the opening is an exit covered in subdivision (s) below, or where the partition would block egress, the partition shall consist of two sheets of fire-retardant 6-mil plastic, prominently marked as an exit with signage so as to be visible both in normal light and in the event of a power failure. Cutting tools (e.g., knife, razor) shall be attached to the work area side of the sheeting for use in the event that the barrier must be cut open to allow egress.

(5) Means of egress shall not be obstructed by hardwall barriers.

(p) In addition to the isolation barriers, floor and wall surfaces shall be sealed with a minimum of two layers of fire retardant 6-mil plastic sheeting, except where the only ACM being abated in the project is vinyl asbestos floor tile or other flooring material, in which case the floor need not be sealed; or the only material being abated in the project is wall plaster or other wall material, in which case the walls need not be sealed. The plastic layers on the floor shall extend 6 inches up the walls. Walls shall be covered with plastic sheeting down to the floor level, thus overlapping the floor material by a minimum of 6 inches. There shall be a distance of at least 6 inches between seams of adjacent layers.

(q) After isolation barriers are in place, ceiling-mounted objects not previously sealed that will interfere with ACM abatement shall be removed and cleaned. Amended water spraying or HEPA filtered vacuum equipment shall be used during fixture removal to reduce fiber dispersal.

(r) Suspended ceiling tiles and T-grid components, contaminated by ACM, shall remain in place until the work area has been fully prepared as outlined in this section and electrical and HVAC systems have been shutdown. Suspended ceiling components shall be removed and disposed of as asbestos-containing waste or, if non-porous, retained for reuse after wet cleaning/HEPA vacuuming. Isolation barriers shall be installed in all openings above the ceiling before disturbance of ACM commences.

(s) Entrances to the work place that will not be used for worker entry or emergency exits shall be locked to prevent unauthorized entry.

(t) Exits from the work area shall be maintained, or alternative exits shall be established, in accordance with section 1027 of the New York City Fire Code. Exits shall be checked at the beginning and end of each work shift against blockage or impediments to exiting.

(u) Signs clearly indicating the direction of exits shall be maintained and prominently displayed within the work area. The signs shall bear a horizontal arrow or arrows indicating the direction to the exit, above which the word "E□IT" shall be printed in minimum 5" letter size.

(v) No smoking signs shall be maintained and prominently displayed within the work place. The signs shall be a minimum of 10 by 14 inches and shall bear the International

"No Smoking" symbol, under which the words "NO SMO□ING" shall be printed in minimum 2" letter size.

(w) Floor drains shall be sealed individually with two layers of fire retardant 6-mil plastic sheeting and tape, and then covered as all other floor surfaces. Pits, sumps, etc., shall be covered with adequate fire rated plywood sheeting and secured to floor slabs in a manner which prevents a tripping hazard, prior to required plasticizing.

(x) Elevators running through the work area must conform to the following:

(1) The elevator door in the work area must be enclosed with conventional 2 x 4 stud framing, covered with 3/8" fire rated plywood sheeting and sealed at all edges and seams. The barrier must be covered and lapped for 8 inches with two layers of fire retardant 6-mil plastic sheeting adhered individually with edges taped for air tightness. There shall be no more than a six inch clearance between the elevator door and hard wall barrier.

(2) Elevators not remaining in service shall have the fuses removed and the power switch locked in the open position.

(3) Elevators that remain in operation shall conform to the following additional procedures to minimize the piston effect that results:

(i) Elevator control shall be modified to bypass the work area.

(ii) A final larger layer of fire retardant 6-mil plastic sheeting is to be taped airtight but with slack forming a larger perimeter diaphragm. Air leakage across the barrier shall be corrected upon discovery, and the elevator shaft shall be checked for airborne asbestos contamination.

(iii) This system shall be smoke tested daily.

(4) Elevator shafts shall not be used as waste chutes or to convey any ACM.

(5) Signage must be posted in the main lobby stating the specific floors where the elevators are out of service due to abatement.

(y) Adequate toilet facilities must be provided in the vicinity of the clean room external to the work place. Where such facilities do not exist, portable service must be provided.

(z) At least one functional fire extinguisher with a minimum rating 2-A:10-B:C shall be required for each work place. In the case of large asbestos projects, at least two such fire extinguishers shall be required.

(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□ □ or□er Decontamination Enclosure S□stem□

The following procedures shall be followed during the conduct of abatement activities on asbestos projects:

(a) Worker decontamination enclosure systems shall be located outside the work area and attached to all locations where workers will enter or exit the work area. One system at a single location for each contained work area is preferred. These systems may consist of existing rooms outside of the work area, that offer direct access to the work area and general egress from the work place. When this situation does not exist, enclosure systems may be constructed or may consist of prefabricated or trailer units. Adequate heat and light shall be safely provided.

(b) The worker decontamination enclosure system shall consist of a clean room, a shower room, and an equipment room, in series, separated from each other by airlocks and from the work area and non-work place by curtained doors (see Illustration I).

(c) Worker decontamination enclosure systems shall be fully lined utilizing two layers of fire retardant 6-mil opaque plastic sheeting at a minimum, or the equivalent.

(d) When the decontamination enclosure is constructed outdoors or in areas with public access it shall be fully framed and fire retardant plywood sheathed or equivalent to prevent unauthorized entry. When located outdoors, it shall be waterproof and windproof.

(e) Prefabricated or trailer decontamination units:

(1) shall at a minimum, have functionality and security equivalent to constructed decontamination enclosure facilities, and

(2) shall be completely decontaminated prior to removal from the work site.

(f) The clean room:

(1) shall contain secure crew lockers or shelves, and clean sealable plastic bags for storage of street clothes, and

(2) shall contain shelves or appropriate facilities for storage of respirators, and

(3) shall contain clean disposable clothing, replacement filters for respirators, towels and other necessary personal protective equipment, and

(4) shall not be used for storage of tools, equipment or materials, other than personal protective equipment, nor used as office space, and

(5) shall be equipped with a lockable door to secure the work place during off-shift hours.

(g) The shower room:

(1) shall contain a minimum of one (1) shower per 6 workers calculated on the basis of

the largest shift, and

(2) shall have shower heads supplied with hot and cold water adjustable at the shower, and

(3) shall be constructed to ensure against water leakage, and shall contain a rigid catch basin at least six (6) inches deep, and

(4) shall contain liquid bath soap, shampoo, and clean dry towels in sufficient quantity for each worker for each showering.

(h) Shower water shall be continuously drained, collected and filtered through a system with a least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Pumps shall be installed, maintained and utilized in accordance with manufacturer's recommendations.

(1) Filtered wastewater shall be discharged either to a sewer or drummed and then properly disposed.

(2) Used filters shall be disposed of as asbestos-containing waste material.

(i) The equipment room:

(1) shall be used for storage of equipment and tools used on the job that have been cleaned previously in the work area, and

(2) may contain a limited supply of replacement filters (in sealed containers until used) for HEPA vacuums and pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement activity, and

(3) shall contain labeled 6-mil plastic bags for collection of disposable clothing, and

(4) shall be used to store contaminated footwear (e.g. rubber boots and other reusable footwear) and contaminated clothing for reuse for the duration of the abatement activity or until disposed.

□ □□□□ □ aste Decontamination Enclosure S□stem□

The following procedures shall be followed for removal of asbestos-containing waste material and equipment during the conduct of abatement activities on asbestos projects:

(a) The waste decontamination enclosure system shall be located outside the work area and attached to all locations through which ACM waste will be removed from the work area. A waste decontamination enclosure system shall consist of two totally enclosed chambers and shall also comply with the following requirements:

(1) the washroom shall be constructed with a curtained doorway to the work area and an airlock doorway to the holding area (see Illustration II); and be equipped with a catch basin and a drain installed to collect and deliver wastewater to either the shower drain or to a separate holding vessel where it is filtered;

(2) the holding area shall be constructed with a curtained doorway to the washroom and a lockable door to the outside (see Illustration II); if remote from the washroom, it shall comply with all applicable NYC Department of Sanitation regulations pursuant to Local Laws 70 of 1985 and 21 of 1987.

(b) Where there is only one means of egress from the work area:

(1) the holding area of the waste decontamination enclosure system may branch off from the equipment/decontamination room (see Illustration III). Thus constructed, the equipment room alternates as a waste washroom. In this case the waste washroom shall be equipped with a catch basin and a drain, installed to collect and deliver waste water to either the shower drain or a separate holding vessel from where it is filtered, or

(2) where total asbestos-containing material disturbed in the asbestos project is less than 1,000 linear feet or 1,000 square feet, the shower room may be used as a waste washroom and shall be equipped as set forth in 15 RCNY § 1-83(b)(1), and

(i) the clean room, in the configuration shown in Illustration I, may not be used for waste storage but may be used for waste transfer to carts, which are stored outside the clean room in a designated holding area.

(c) The waste decontamination enclosure system shall be constructed to meet the requirements of 15 RCNY §§ 1-82(a), (c), (d), (e), (g)(3) and (h).

§ ____ Small Asbestos Project Worker and Waste Decontamination Enclosure System

The following alternative to 15 RCNY §§ 1-82 and 1-83 shall be applicable for small projects only:

(a) The worker decontamination enclosure system shall consist of, as a minimum, an equipment room, a shower room, and a clean room separated from each other and from the work area by curtained doorways. Equipment storage, personal gross decontamination and removal of disposable clothing shall occur in the equipment room prior to entering the shower. All other requirements set forth in 15 RCNY § 1-82 and 15 RCNY § 1-92 shall apply.

(b) For small asbestos projects with only one exit from the work area, the shower room may be used as a waste washroom. The clean room shall not be used for waste storage. All other requirements set forth in 15 RCNY §§ 1-83 and 1-93 shall apply.

Part ___ Work Place Procedures

Engineering Controls

The following procedures shall be followed during the conduct of abatement activities on asbestos projects:

(a) All asbestos projects shall utilize negative pressure ventilation equipment.

(1) On all asbestos projects, a manometer shall be used to document the pressure differential. The manometer shall be installed and made operational once the negative pressure has been established in the work area. Magnahelic manometers shall be calibrated at least every six months, and a copy of the current calibration certification shall be available at the work site.

(b) The negative pressure ventilation equipment shall operate continuously, 24 hours a day, from the establishment of isolation barriers through successful clearance air monitoring. If such equipment shuts off, adjacent areas shall be monitored for asbestos fibers.

(c) A static negative air pressure of 0.02 inches (minimum) water column shall be maintained at all times in the work place during abatement to ensure that contaminated air in the work area does not filter back to uncontaminated areas.

(d) If more than one ventilation unit is installed, units shall be turned on one at a time while checking the integrity of all barriers for secure attachment and the need for additional reinforcement.

(e) A dedicated power supply for the negative pressure ventilating units shall be utilized. The negative air equipment shall be on a ground fault circuit interrupter (GFCI) protected circuit separate from the remainder of the work area temporary power circuits.

(f) If the containment area of an asbestos project covers the entire floor of the affected building, or an area greater than 15,000 square feet on any given floor, the installation of a negative air cut off switch or switches shall be required at a single location outside the work place, such as inside a stairwell one floor below the lowest floor containing a work place, or at a secured location in the ground floor lobby when conditions warrant (such as when the work place is in a basement or below). The required switch or switches must be installed by a licensed electrician, pursuant to a permit issued by the Department of Buildings. If negative pressure ventilation equipment is used on multiple floors the cut off switch must be able to turn off the equipment on all floors.

(g) On loss of negative pressure or electric power to the negative pressure ventilating units, abatement shall stop immediately and shall not resume until power is restored and negative pressure ventilation equipment is operating again. When power failure or loss of negative pressure equipment lasts or is expected to last longer than one-half hour:

(1) the make-up air inlets shall be sealed airtight, and

(2) the decontamination systems shall be sealed airtight after the evacuation of

workers and/or authorized visitors from the work area, and

(3) all adjacent areas shall be monitored for asbestos fiber concentration upon discovery of, and subsequently throughout, the power failure.

(h) Negative pressure ventilation equipment shall be installed and operated to provide at least one air change in the work area every 15 minutes. Where there are no floor or wall barriers because floor or wall material is being abated, there shall be at least one air change in the work area every ten minutes.

(i) Openings made in the isolation barrier to accommodate these units shall be made airtight. The units shall remain within the work area unless located securely outside the building.

(j) Negative air pressure equipment shall be in compliance with ANSI □9.2 (2012), Local Exhaust Ventilation.

(k) Negative air pressure systems shall be operated in accordance with "Specifications and Operating Procedures for the Use of Negative Pressure Systems for Asbestos Abatement, Guidance for Controlling Asbestos-Containing Materials in Buildings", EPA Report Number 560/5-85-024 (1985).

(l) Negative pressure ventilation equipment shall be exhausted to the outside of the building away from occupied areas.

(1) All openings (including but not limited to operable windows, doors, vents, air intakes or exhausts of any mechanical devices) less than 15 feet from the exterior exhaust duct termination location shall be plasticized or made airtight, or a second negative pressure ventilation unit with the primary unit's capacity shall be connected in series prior to exhausting to the outside.

(2) Negative pressure ventilation equipment shall exhaust away from areas accessible to the public.

(3) All ducting shall be sealed and braced or supported to maintain airtight joints. Ducts shall be reinforced and shall be installed so as to prevent breakage. Damage to ducts must be repaired immediately.

(m) Where ducting to the outside is not possible, a second negative pressure ventilation unit compatible with the primary unit's capacity shall be connected in series. The area receiving the exhaust shall have sufficient, non-recycling exhaust capacity to the outside of the structure, and must be a normally non-occupied area.

(n) Careful installation shall be done to ensure that the ducting does not release fibers into uncontaminated building areas.

(o) Routine smoke testing, air monitoring and daily inspections shall be performed by the Asbestos Handler Supervisor to ensure that the ducting does not release fibers into uncontaminated building areas.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□ □ or□ Place Entr□ and Exit Procedures□

The following procedures shall be followed during the conduct of abatement activities on asbestos projects:

(a) Entrance procedures.

(1) All workers and authorized visitors shall enter the work area through the worker decontamination enclosure system.

(2) All individuals who enter the work area shall sign the log located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, owner, agents, contractor(s), the project, each work area and worker respiratory protection employed. The log shall be available for examination during abatement activities by the Department, the owner and the workers. A copy of the log shall be submitted directly to the Department within 72 hours of request.

(3) All individuals before entering the work area, shall be familiar with all posted regulations, personal protection requirements and emergency procedures. The log headings shall indicate, and the signatures shall be used to acknowledge, that the regulations and procedures have been reviewed and understood by all persons prior to entering the work area. The postings and log headings shall be in English and in the language of the majority of the asbestos handlers.

(4) All individuals shall proceed first to the clean room, remove all street clothing, store these items in clean sealable plastic bags or a locker and don personal protective equipment. Clean personal protective equipment shall be provided and utilized by each individual for each separate entry into the work area.

(b) Exit procedures.
(1) Before leaving the work area, each individual shall remove the gross contamination from the outside of the respirators and protective clothing by wet cleaning, and/or HEPA vacuuming.

(2) In the equipment room, all personal protective equipment except respirators shall be removed. Disposable clothing shall be deposited into labeled containers for disposal. Reusable contaminated clothing, footwear, and/or head gear shall be stored in the equipment room when not in use.

(3) Still wearing a respirator, each person shall proceed to the shower room, clean the outside of the respirator and the exposed face area under running water prior to

removal of the respirator, and then fully and vigorously shower and shampoo to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water or a suitable sanitizing agent. Various types of respirators may require slight modification of these procedures.

(4) After showering and drying, personnel shall proceed to the clean room and don clean disposable clothing if returning to the work area or street clothing if remaining outside the work area.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□ E□ui□ment and □ aste Container Decontamination and Remo□al Procedures□

The following procedures shall be followed whenever equipment or containers are removed from the work area during an asbestos project:

(a) When the worker decontamination enclosure system shown in Illustration I alternates as a waste decontamination enclosure system, the clean room shall be considered a holding area during the period of active waste transfer only for the purpose of the loading of carts. Storage of waste and carts in the clean room is prohibited.

(b) Where the waste decontamination enclosure system is part of the worker decontamination enclosure system (see Illustration III), waste removal shall not occur during worker shift changes or when workers are showering or changing. Care shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

(c) Where only one means of egress exists and the shower room is used as a waste washroom, workers are to be stationed in each room/area of the decontamination enclosure to transfer/process (see subdivisions (d), (h) and (I) of this section) the containers and equipment to or from adjacent sections. These workers are not to cross into the adjacent areas/rooms until the waste/equipment transfer is finished for that period and the workers have gone through decontaminations required by 15 RCNY □ 1-92. The clean room/holding area workers shall have entered from uncontaminated areas with appropriate personal protective equipment; or prior to the start of waste transfer, these workers shall have exited the work area, fully decontaminated, and subsequently donned clean personal protective equipment.

(d) External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the work area before transferring such items into the decontamination enclosure system. Contaminated workers shall not enter the washroom during this procedure.

(e) The cleaned containers of ACM and equipment shall be recontainerized (double-bagged) by either placing them in uncontaminated leak-tight plastic bags or sheeting as the item's physical characteristics demand while in the washroom of the waste decontamination enclosure system. Air volume shall be minimized and the bags of sheeting shall be sealed. Items that may puncture or tear the plastic bags or sheeting

shall be placed in a hardwall container and sealed.

(f) The clean recontainerized items shall be moved into the airlock for subsequent transfer to the holding area. The washroom workers shall not enter this airlock or the work area until waste removal is finished for that period.

(g) Recontainerized items and cleaned equipment shall be removed from the airlock to the holding area by workers who have entered from uncontaminated areas with appropriate personal protective equipment.

(h) The recontainerized items of ACM and cleaned, bagged equipment shall be placed in open top, watertight plastic carts. These carts shall be held in the holding area pending removal. The carts shall be HEPA vacuumed or wet-cleaned following the removal of the containers of ACM from them.

(i) The exit from the waste decontamination enclosure system shall be secured to prevent unauthorized entry.

(j) The carts shall be stored in a holding area of the work site.

Maintenance of Decontamination Enclosure Systems and Barriers

The following procedures shall be followed during the conduct of abatement activities on asbestos projects:

(a) All plastic barriers inside the work place and partitions constructed to isolate the work area from occupied areas shall be inspected by the asbestos handler supervisor at least twice per shift.

(b) Smoke tubes shall be used to test the integrity of the work area barriers and the decontamination enclosure systems daily at a minimum both before abatement activity begins and at the end of each shift. A visual inspection of the barriers, including the use of differential manometers, shall be considered acceptable as a back-up test.

(c) Damage and defects in the decontamination enclosure system shall be repaired immediately. The decontamination enclosure system shall be maintained in a clean and sanitary condition at all times.

(d) At any time during the abatement activity, if visible emissions are observed, or elevated asbestos fiber counts outside the work area are measured, or if damage occurs to barriers, abatement shall stop. The source of the contamination shall be located, the integrity of the barriers shall be restored, and visible residue shall be cleaned up using appropriate HEPA vacuuming and wet cleaning procedures immediately.

(e) Inspections, observations, and unusual incidents (e.g. barrier damage, contamination beyond the work area, etc.) shall be documented in the log by the asbestos handler supervisor.

(f) The daily inspection to ensure that exits have been checked against exterior blockage or impediments to exiting as per 15 RCNY § 1-81(t) shall be documented in the log book.

(g) If exits are found blocked, abatement activities shall stop until the blockage is cleared.

Part §§ Abatement Procedures

§ §§§§§ A§§licabilit§§

The following 15 RCNY §§ 1-102 through 1-110 inclusive shall apply to all abatement activities.

§ §§§§§ ACM Disturbance, Handling and Remo§al Procedures§

The following procedures shall be followed during the conduct of abatement activities:

(a) Abatement of asbestos-containing materials shall be by wet methods. ACM shall not be removed or disturbed without being adequately wet. Dry removal of asbestos-containing material is prohibited, unless EPA approval has been obtained. The EPA-approved alternate removal plan shall be submitted to the Department for approval a minimum of 15 days before work is scheduled to begin or begins. The plan shall explain and justify why ACM must be removed dry and how asbestos fibers will be controlled to prevent their release.

(b) When amended water is used, the ACM must be sprayed with sufficient frequency and quantity for enhanced penetration. Sufficient time must be allowed for penetration to occur prior to removal action or other disturbance taking place. Accumulation of standing or free water is prohibited. Soft loosely bound ACM must be saturated. Material that resists wetting, such as tremolite or amosite, must be thoroughly wetted on all surfaces while work is being conducted.

(c) When used, removal encapsulants that minimize fiber generation and enhance penetration, shall be applied per manufacturer's specifications and in accordance with federal guidelines.

(d) ACM on detachment from the substrate is to be bagged directly or dropped onto a flexible catch basin and promptly bagged. Detached ACM is not permitted to lie on the floor for any period of time. Excess air in the bag must be minimized and the bag must be sealed. Material that resists wetting must not be dropped. ACM must not be dropped from a height greater than 10 feet. Above 10 feet in height dust-free enclosed inclined chutes may be used. Vertical chutes are prohibited. The angle of the chute must not exceed 60 degrees from horizontal.

(e) Large components removed intact that cannot be containerized shall be maintained wet, wrapped (minimizing excess air) in at least one layer of fire retardant 6-mil

polyethylene sheeting, and secured by sealing with tape.

(f) After completion of all stripping work, surfaces from which asbestos-containing materials have been removed shall be cleaned (e.g. wet-brushed and/or wet-cleaned) to remove all visible residue.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Encapsulation Procedures

The following procedures shall be followed for the encapsulation of ACM:

(a) All material used for repair or encapsulation of asbestos-containing material shall have a flame spread rating, fireproofing, and smoke characteristics similar to the material being encapsulated. The encapsulate shall not alter the insulating characteristics of the material subject to encapsulation, and shall comply with current fire proofing standards and the encapsulate shall not add excess weight to the material increasing the potential that the material may lose cohesion or adhesion.

(b) Loose or hanging asbestos-containing materials shall be removed in accordance with the requirements of 15 RCNY 1-102: "Disturbance, Handling, and Removal."

(c) Only pigmented (non-transparent) encapsulants shown to be ratable as acceptable or marginally acceptable on the basis of Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 USEPA contract shall be used for encapsulation.

(d) The encapsulant solvent or vehicle must not contain a volatile substance.

(e) Latex Paint with solids content greater than 15 percent may be used as an encapsulant only as follows:

(1) as a lockdown sealant for coating all non-metallic surfaces, or

(2) for sealing of cementitious ACM.

(f) Encapsulants shall be field tested prior to use by applying each to a small area to determine suitability of the material to be encapsulated.

(1) Testing is to occur only after the isolation barriers are in place.
(2) Testing shall be by the USEPA method specified in the appendix of "Guidelines for the Use of Encapsulants on Asbestos-Containing Materials" (June, 1981) or ASTM Standard Test Method E736-80. The encapsulated materials shall achieve a cohesive/adhesive strength of 100 lb/ft perpendicular to the surface.

(g) Application of bridging encapsulants over ACM shall provide the manufacturer's specified number of inches or minimum dry film thickness.

(h) A different color for each coat of encapsulant (per manufacturer's specifications) shall be used.

(i) Penetrating encapsulants shall be applied to penetrate existing asbestos-containing materials to the substrate. During treatment with a penetrating encapsulant, selected random core samples of the asbestos-containing materials shall be removed to check the depth of penetration. The resulting space shall be treated as outlined (in subdivision (a)) above and re-encapsulated.

(j) Encapsulants shall be applied using airless spray equipment.

(1) Spraying shall occur at the lowest pressure range possible to minimize fiber release from encapsulant impact at the surface. It shall be applied with a consistent horizontal or vertical motion.

(2) Each subsequent coat of encapsulant shall be applied at a right angle to the preceding coat application or per manufacturer's specifications.

(k) Encapsulated asbestos-containing materials shall be identified (e.g. using labels, signs or color coding) in order to warn building maintenance personnel in the event encapsulated materials must be disturbed.

(l) The following maintenance procedures are required, except when the encapsulated material is on utility lines located in the street:

(1) A periodic inspection and maintenance program, consisting of an inspection at least annually to check for damage to all encapsulated surfaces. Recoating and repairs are to be performed according to procedures in this section.

(2) Maintenance of records by the building owner, on the locations and condition of the encapsulated material and on alteration, renovation, modification, or other procedures that resulted in disturbance of the encapsulated material.

(3) When conditions change and encapsulation is no longer an appropriate method, additional abatement methods should be conducted.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□ Enclosure Procedures□

The following procedures shall be followed for the enclosure of ACM:

(a) Loose and hanging asbestos-containing materials that may be disturbed during the installation of hangers or other support/framing materials for the enclosure shall be removed by wet methods in accordance with 15 RCNY □ 1-102: "Disturbance, Handling, and Removal".

(b) After installation of hangers, brackets or other enclosure supports and before installation of enclosure materials, damaged areas of fireproofing/thermal insulation shall be repaired using a replacement material.

(c) Utilities' service components shall be lowered or removed as necessary and reinstalled in a manner which permits proper utilization and does not disturb the integrity of the enclosures.

(d) Enclosed asbestos-containing materials shall be identified (e.g., using a sign, label, or color coding) in order to warn building maintenance personnel in the event that the enclosure must be disturbed.

(e) The following maintenance procedures are required:

(1) A periodic inspection and maintenance program, consisting of an inspection at least annually to check for damage to all enclosed surfaces. Re-enclosure and repairs are to be performed according to NYC Work Site Procedure regulations.

(2) Maintenance of records by the building owner, on the locations and condition of the enclosed material and on alteration, renovation, modification, or other procedures resulting in disturbance of the enclosed material.

(3) When conditions change and enclosure is no longer an appropriate method of asbestos abatement, additional abatement methods should be conducted.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Glo ebag Procedures
The following procedures shall be followed during the conduct of abatement activities:

(a) Glovebag procedures must be done using commercially available glovebags of 6-mil clear plastic, appropriately sized for the project. Glovebag procedures may only be used in conjunction with the full containment of the work area (see 15 RCNY 1-81) or the tent procedure (see 15 RCNY 1-106). Glovebags may not be shifted and must not be moved from the initial surface to another surface, or reinstalled on the initial surface once removed. Glovebag procedures may only be used on horizontal piping.

(b) The glovebag procedure shall be performed in accordance with the following:

(1) All necessary tools and materials shall be brought into the work area before the glovebag procedure begins.
(2) Air monitoring shall be conducted in accordance with 15 RCNY 1-31 through 1-45.

(3) Glovebag procedures shall be conducted by workers specifically trained in glovebag procedures and equipped with appropriate personal protective equipment.

(4) The insulation diameter worked shall not exceed one half the bag working length above the attached gloves.

(5) The ACM within the secured glovebag shall be wetted with amended water prior to stripping.

(6) The bag shall be attached over duct tape which has been placed securely around the insulation, forming a smooth seal. The bag shall be securely attached to the insulation in a manner to prevent air transfer.

(7) After placement, each glovebag must pass a smoke test. The glovebag shall be placed under negative pressure utilizing a HEPA vacuum, and a smoke tube shall then be aspirated to direct smoke at all seams and seals from outside the glovebag. Any leaks detected by the smoke test shall be duct taped airtight.

(8) If the insulation adjacent to the section which will be worked on is damaged, or if the insulation terminates or is jointed or contains an elbow adjacent to the work section, the adjacent insulation shall be wrapped in fire retardant 6-mil polyethylene sheeting and sealed airtight with duct tape.

(9) After the insulation has been removed, the surface shall be sprayed with amended water and brush-scrubbed to remove all visible ACM. The surface, the interior of the bag, the insulation and the tools shall then be sprayed with amended water. The enclosed volume shall be misted and time allowed for the mist to settle out before breaking the seal to remove the glovebag.

(10) Any insulation ends created by this procedure shall be:

(i) sealed with encapsulant prior to bag removal, or

(ii) thoroughly wetted before bag removal and sealed with wettable cloth end caps and spray glue or any combination of these materials immediately following bag removal.

(11) The tool pouch shall be separated from the bag prior to disposal by twisting it and the wall to which it is attached several times, and taping the twist to hold it in place, thus sealing the bag and the pouch which are severed at the midpoint of the twist. Alternatively, the tools can be pulled through with one or both glove inserts, thus turning the gloves inside out. The glove(s) is/are then twist sealed forming a new pouch, taped and several mid-seal forming two separate bags.

(12) A HEPA vacuum shall be used for evacuation of the glovebag in preparation for removal of the bag from the surface for clean-up in the event of a spill, and for post project clean-up.

(13) With the glovebag collapsed and the ACM in the bottom of the bag, the bag shall be twisted several times and taped to seal that section during bag removal.

(14) A 6-mil plastic bag shall be slipped around the glovebag while it is still attached to the surface. The bag shall be detached from the surface by removing the tape or cutting the top with blunt scissors.

(15) The asbestos-containing waste, the clean-up materials, and protective clothing shall be wetted sufficiently, double-bagged minimizing air content, sealed separately, and disposed of in conformance with 15 RCNY □□ 1-93 and 1-102.

(c) □Reserved.□

(d) Glovebag procedures may only be utilized as part of a large or small asbestos project within full containment as set forth in 15 RCNY □ 1-81, or inside a tent constructed in accordance with 15 RCNY □ 1-106.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□□ Tent Procedures□

All sections of these rules must be followed in conjunction with this section except 15 RCNY □ 1-112(a) - (l). Tent Procedures must be conducted as follows:

(a) Tent procedures must be limited to the removal of less than 260 linear feet and 160 square feet of ACM on any individual floor and must not result in disturbance of ACM during tent erection. Tent procedures may be used as part of a large asbestos project only as provided for in 15 RCNY □ 1-81(f) or in conjunction with the glovebag procedure set forth in 15 RCNY □ 1-105. Multiple tent enclosures may be used as part of a large asbestos project on an individual floor only in conjunction with the use of the glovebag procedure set forth in 15 RCNY □ 1-105. Multiple tent enclosures without the use of the glovebag procedure on a large asbestos project require a variance for the use of modified tent procedures and a remote worker decontamination enclosure.

(b) Tent procedures must be conducted in a constructed or commercially available fire retardant plastic tent, plasticizing and sealing all surfaces and fixed objects not being abated within the tent periphery forming an enclosure. The tent must be of fire retardant 6-mil plastic at a minimum, with seams heat-sealed, or double-folded, stapled and taped airtight and then taped flush with the adjacent tent wall. This is a single use barrier that must not be reused once dismantled or collapsed.

(c) There shall be an airlock at the entrance to the tent, unless there is an attached worker or waste decontamination system.

(d) Asbestos handlers involved in the tent procedure must wear personal protective equipment as specified in 15 RCNY □ 1-51(c), plus a second disposable suit. All street clothes must be removed and stored in a clean room within the work site. The personal protective equipment with two disposable suits must be used for installation of the tent and throughout the procedure if a decontamination unit with a shower is not physically connected to the tent. If a decontamination unit (with shower and clean room at a minimum) is physically connected to the tent, only one disposable suit shall be required;

in this case, prior to exiting the tent, the worker must HEPA vacuum and wet clean the disposable suit.

(e) The tent shall be attached to the surface to produce an airtight seal except for an appropriate section to allow for make-up air into the tent.

(f) Negative pressure ventilation equipment shall be used to continuously exhaust the enclosed area as specified under 15 RCNY □ 1-91, Engineering Controls.

(g) Removal of ACM shall be by wet methods in accordance with 15 RCNY □ 1-102.

(h) ACM removed shall be placed in a leak-tight container without dropping it.

(i) Upon completion of abatement, and prior to tent collapse, the enclosed surfaces shall:

(1) be wet cleaned using rags, mops or sponges; and

(2) be permitted sufficient time to dry, prior to HEPA vacuuming all substrates; and

(3) be encapsulated to lockdown residual asbestos.

(j) Upon barrier disturbance, loss of engineering controls, or termination of tent usage, the tent and the enclosed surfaces shall be treated according to subdivision (i) above.

(k) The bagged waste shall be wet cleaned or HEPA vacuumed and then transferred outside the tent, double bagged, and appropriately handled prior to disposal.

(l) The outer disposable suit (if 2 suits are worn) shall be HEPA vacuumed in the tent prior to exiting. The outer disposable suit shall be removed in the airlock and a clean suit shall be worn over the inner suit. The workers shall immediately proceed to a shower at the work site. The inner disposable suit and respirator shall be removed in the shower after appropriate wetting. The disposable clothing shall be disposed of as asbestos-containing waste material. The workers shall then fully and vigorously shower with supplied liquid bath soap, shampoo, and clean dry towels.

(m) The negative pressure ventilation equipment shall be used to filter a minimum of 4 volume changes through the tent after completion of abatement but prior to collapse of the tent/barrier. All required air monitoring must be successfully completed before the tent/barrier is collapsed.

(n) The tent shall be collapsed inward, enclosing the contaminated clothing. This contaminated material shall be disposed of in another plastic bag. The HEPA vacuum shall be decontaminated and sealed.

(o) Glovebag procedures for removal of material within the tent for any sized project

shall follow the rules set forth in 15 RCNY § 1-105.
(Amended City Record 12/7/2018, eff. 1/6/2019)

§ 1-[illegible] Foam Procedure for Roof Removal.

(a) These procedures apply only to the removal of asbestos-containing roofing material (ACRM) from exterior roof surfaces. The work area on the roof must be cordoned off with clearly visible barriers such as caution tape, and only authorized persons may have access. All sections of these rules must be followed in conjunction with this section with the exception of 15 RCNY § 1-81(m), 15 RCNY § 1-81(p), 15 RCNY § 1-91, 15 RCNY § 1-102(b), 15 RCNY § 1-112(d), and 15 RCNY § 1-112(g).
(b) The foam or viscous liquid shall be non-toxic, shall not require special respiratory protection for handling, and shall not affect the handling and disposal of the waste.

(c) The foam or viscous liquid shall coat and maintain a stable blanket (minimum 1" thickness) for the duration of the removal process and shall leave an identifiable colored residue when it dissipates.

(d) The foam or viscous liquid shall wet the ACRM. The ACRM shall be kept wet through the bagging process.

(e) Persons entering the work area must wear personal protective equipment as required by 15 RCNY § 1-51 as well as correctly-fitting, good traction rubber boots.

(f) Abatement shall not be carried out during adverse weather conditions (e.g. precipitation, high winds, ambient temperature below 32 degrees Fahrenheit, etc.).

(g) The worker decontamination unit may be attached to each work area at an entry/exit from each work area in accordance with 15 RCNY § 1-82, or may be remote, in which case the work area shall be equipped with an airlock at the entrance. In addition to the shower head(s), the shower room shall be equipped with a flexible hose for waste decontamination for removal of less than 1,000 square feet of ACRM. For 1,000 square feet or more of ACRM removal, a separate waste decontamination facility as per 15 RCNY § 1-83 shall be located at an entry/exit from each work area. Remote holding areas for the asbestos containing waste shall comply with Title 16, Chapter 8, Rules of the City of New York (16 RCNY §§ 8.01 et seq.)

(h) Movable objects shall be removed from the work area, or kept in place and wrapped in one sheet of fire retardant 6 mil plastic sheeting.

(i) Provisions must be made to ensure a safe and adequate air supply to any affected building. All vents, skylights, air intakes, windows and doors opening onto the roof, and all other openings must be sealed with 2 layers of fire retardant 6mil plastic or fitted with HEPA filters when appropriate. Vents, air intakes, etc. can be vertically extended temporarily to a height of ten feet instead of sealing them with 2 layers of plastic or HEPA-filters. Drains may be equipped with 5 micron filtering system in lieu of being

sealed.

(j) Fixed objects including perimeter walls, bulkheads, cooling towers, ducts and other rooftop accessories must be covered in one sheet of fire retardant 6 mil plastic up to a height of at least six feet.

(k) Prior to actual removal, the built-up roofing shall be blanketed and wetted with a minimum 1" coating of the acceptable foam or viscous liquid which shall be maintained for the duration of the removal until the material is bagged. The foam or viscous liquid shall be confined to the work area.

(l) Power tools used to drill, cut into, or otherwise disturb the ACRM shall be equipped with HEPA-filtered local exhaust ventilation and operated to prevent potential fiber release.

(m) Clean-up procedures shall include the removal and bagging of ACRM, the removal of all visible accumulations of asbestos containing waste, and the removal of all excess foam or similar viscous liquids. Following the removal of all debris, the work area shall be thoroughly wet cleaned.

(n) The work area shall be allowed to dry completely before the visual inspection is conducted. The project monitor and asbestos handler supervisor shall confirm the absence in the work area of ACM, asbestos-containing waste or debris, and foam or other viscous liquid.

(o) Upon successful visual inspection, all installed plastic sheeting shall be removed.

(p) Air monitoring shall be conducted in accordance with the relevant provisions of subchapter D of these rules.
(Amended City Record 12/7/2018, eff. 1/6/2019)

§ 1-81.1 Foam/Viscous Liquid Use in Flooring Removal.

(a) These procedures only apply to the removal of surface flooring material including vinyl asbestos floor tiles (VAT), ACM floor coverings (e.g., linoleum) and associated mastics and adhesives, where the only ACM being abated in the work area is flooring material. All sections of these rules must be followed in conjunction with this section with the exception of 15 RCNY § 1-81(m), 15 RCNY § 1-81(p), 15 RCNY § 1-91(c), 15 RCNY § 1-91(h), 15 RCNY § 1-102(b), 15 RCNY § 1-112(d), and 15 RCNY § 1-112(g).

(b) The foam or viscous liquid shall be non-toxic, shall not require special respiratory protection for handling, and shall not affect the handling and disposal of the waste.

(c) The foam or viscous liquid shall coat and maintain a stable blanket (minimum 1" thickness) for the duration of the removal process and shall leave an identifiable colored residue when it dissipates. The acceptable foam or viscous liquid shall be maintained

for the duration of the removal until the material is bagged.

(d) The foam or viscous liquid shall coat and wet the ACM. The ACM shall be kept wet through the bagging process.

(e) Persons entering the work area must wear personal protective equipment as required by 15 RCNY □ 1-51 as well as correctly-fitting, good-traction rubber boots.

(f) Baseboards and wall surfaces up to a minimum height of four feet above the floor shall be covered with a layer of fire retardant 6-mil plastic sheeting. If hand power tools are used during the abatement, wall surfaces shall be covered with a layer of 6-mil polyethylene sheeting to a minimum height of six feet.

(g) Negative air pressure ventilation shall be provided to allow make-up air into the work area, and the air outlet from the work area shall be at or near the floor level.

(h) Clean-up procedures shall involve removal and bagging of the ACM, of visible accumulations of asbestos containing waste, and of all traces of foam or similar viscous liquid. Following the removal of all debris, the work area shall be thoroughly wet cleaned and HEPA-vacuumed.

(i) The work area shall be allowed to dry completely before the visual inspection is conducted. The project monitor and asbestos handler supervisor shall confirm the absence in the work area of ACM, asbestos-containing waste or debris, and foam or other viscous liquid.

(j) Upon successful visual inspection, plastic sheeting shall be removed from baseboards and wall surfaces. Isolation barriers shall remain in place.

(k) Air monitoring shall be conducted in accordance with the relevant provisions of subchapter D of these rules.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□□ Abatement from Vertical Exterior Surfaces□

This section shall apply to projects involving the abatement of asbestos-containing materials from the vertical exterior surfaces (and associated horizontal surfaces, e.g. coping stones on top of a parapet wall) of a building or structure, including but not limited to the following materials:

Caulking or glazing compounds
Asphaltic mastic or tar (e.g., flashing on parapet walls)
Cement siding or shingles (including Transite)
Paints
Sealants for coping stone caps or clay roofing tiles

All applicable sections of these rules shall be followed in conjunction with this section except 15 RCNY □□ 1-81(p), 1-91, and 1-112(d), (e), (g), and (h).

(a) The work area shall be prepared as follows:

(1) The entire surface to be abated and ground-level perimeter shall be considered the work area unless partitions and warning tape are used to define the work area, except that if the horizontal surface below the surface to be abated is not the ground (e.g., surface to be abated is inside parapet wall on roof), the horizontal surface underneath the abatement shall be considered the work area, not the ground.

(2) A restricted area shall be established using warning tape extending at least 25 feet from the affected areas of the building or to the nearest vertical obstruction or the curb.

(3) The restricted area may be entered only by certified workers or authorized visitors.

(4) Before plasticizing, the restricted area shall be inspected for ACM debris and, if necessary, pre-cleaned using HEPA vacuums and wet methods.

(5) All openings to the building or structure's interior which are within 25 feet of the affected ACM shall be closed and made airtight.

(6) Scaffolding erected to access the ACM shall be constructed, maintained, and used in accordance with applicable federal, state, and city laws.

(7) Elevated platforms being used to access the affected ACM shall be plasticized with two layers of fire-retardant 6-mil plastic, which shall extend up from the platform to at least the height of the mid-rail on three sides, and shall be attached directly to the building just below the surfaces under abatement.

(8) The ground-level restricted area shall be cleared of all moveable objects and plasticized with two sheets of fire-retardant 6-mil plastic, which shall be extended one foot up the side of the building. The plasticized area shall be twenty-five feet wide or to the curb. This plastic shall be cleaned, replaced, and disposed of as asbestos waste at the end of each shift.

(9) Sidewalk bridges in the restricted area shall be covered with two layers of fire-retardant 6-mil plastic, placed over and secured to the bridge, spread across the full width, draped over the side to ground level, and extended to a width of at least thirty feet.

(b) A worker/waste decontamination system shall be constructed within the restricted area.

(c) Persons entering the work area must wear personal protective equipment as required by 15 RCNY § 1-51.

(d) *Removal Procedure.*

(1) Removal of ACM must be by wet methods in accordance with 15 RCNY § 1-102.

(2) ACM removed must be placed in a leak-tight container without dropping the ACM into the container.

(e) *Cleanup Procedure.*

(1) The stripped substrate must be HEPA vacuumed and wet-wiped.

(2) A visual clearance inspection must be conducted by the asbestos handler supervisor and project monitor after the work area dries, to ensure the absence of ACM residue or debris in the work area.

(3) After the inspection is completed, the warning tapes and barriers may be removed.

(4) The clearance inspection must be documented in the log and the project air sampling log.

(f) Air monitoring must be conducted in accordance with the relevant provisions of subchapter D of these rules.

(g) Abatement must not be performed under this section during bad weather (e.g. precipitation, high winds, temperatures in the immediate outdoor surroundings below 32 degrees Fahrenheit, etc.).

(h) Power tools used to drill, cut into, or otherwise disturb ACM must be equipped with HEPA-filtered local exhaust ventilation and operated to prevent potential fiber release. (Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□□ Controlled Demolition □ith Asbestos in Place□

(a) A building or structure may be demolished with asbestos in place only if the building is in imminent danger of collapse as set forth in section 28-215.1 of Title 28 of the Administrative Code and/or 56 NYCRR 11.5(c).

(b) A copy of the condemnation letter shall be provided to DEP.

(c) The demolition shall be performed in accordance with section 28-215.1 of Title 28 of the Administrative Code and/or 56 NYCRR 11.5 (c).

Part □□Clean□u□ Procedures

□ □□□□□ Preliminar□ Clean□u□ Procedures□

The following clean-up requirements shall be followed during the conduct of abatement activities on asbestos projects:

(a) (1) All waste generated shall be bagged, wrapped or containerized immediately upon removal. The personal and waste decontamination enclosure systems and floor and scaffold surfaces shall be HEPA vacuumed and wet cleaned at the end of each

work shift at a minimum.

(2) Visible accumulations of asbestos-containing waste material shall be containerized utilizing non-metallic dust pans and non-metallic squeegees or HEPA vacuums.

(3) Metal shovels shall not be used to pick up or move accumulated asbestos-containing waste material or any other debris in the vicinity of isolation or surface barriers.

(b) The waste decontamination enclosure system shall be wet cleaned twice using wet cleaning methods upon completion of waste removal. When the worker decontamination enclosure shower room alternates as a waste container wash room, the shower room shall be washed immediately with cloths or mops saturated with a detergent solution prior to wet cleaning.

(c) The worker decontamination enclosure system shall be wet cleaned/HEPA vacuumed, as appropriate, after each shift change and meal break.

(d) If there is free standing water or if flooding occurs in the work area, work must stop until the water is collected and safely and properly removed.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Additional Clean-up Procedures - Final

Additional clean-up procedures shall be performed in the order set forth below prior to commencement of clearance air monitoring.

(a) After removal of visible accumulations of asbestos-containing waste material, all surfaces must be HEPA vacuumed. To pick up excess water and saturated debris, a wet-dry shop HEPA vacuum, dedicated to asbestos abatement, may be used.

(b) All surfaces in the work area shall be wet cleaned (first cleaning).

(c) A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

(d) After the first cleaning, the work area shall be vacated for 12 hours to allow fibers to settle.

(e) The cleaned and encapsulated layer of the surface barriers shall be removed from the walls and floors.

(f) All objects and surfaces in the work area shall be HEPA vacuumed and wet cleaned a second time.

(g) After the second cleaning, the work area shall be vacated for 4 hours before wet cleaning and/or HEPA vacuuming all surfaces in the work area for a third cleaning.

(h) The remaining plastic barriers shall be removed from the walls and floors.

(i) Before starting clearance air monitoring, a thorough visual inspection must be conducted to verify the absence of asbestos-containing waste material (e.g. dust).

(j) All containerized waste shall be removed from the work area through the decontamination enclosures and the holding area.

(k) All tools and equipment shall be removed from the work area and decontaminated in the waste decontamination enclosure system. Cloths, mops, and other cleaning aids shall be disposed of as asbestos-containing waste material.

(l) After successful clearance air monitoring (see 15 RCNY □□ 1-31 et seq.), the isolation barriers shall be removed in conjunction with the use of a HEPA vacuum.

(m) Within 21 days of the completion of all steps set forth above, including successful clearance air monitoring, a project monitor's report (Form ACP15) must be submitted to DEP. This report must be based on an inspection performed after the completion of all steps listed in this section, and may not be based on the visual inspection performed prior to the commencement of clearance air monitoring. The project monitor who prepares the report must be independent of the abatement contractor. If a project is being performed on multiple floors of a building, a separate project monitor's report may be submitted as each floor is completed. Compliance with this subdivision is the responsibility of the building owner.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Subcha□ter G□Pre□demolition Abatement Acti□it□ Procedures

Part □□A□□licabilit□

□ □□□□□ A□□licabilit□ of Regulations to Pre□Demolition Abatement Acti□ities□

The following regulations shall apply to pre-demolition abatement activities:

15 RCNY □□ 1-01 through 1-61	General Regulations
15 RCNY □ 1-81□	Work Place Preparation Requirements
15 RCNY □ 1-82	Worker Decontamination Enclosure System
15 RCNY □ 1-83	Waste Decontamination Enclosure System
15 RCNY □ 1-91 through 1-94	Work Place Procedures
15 RCNY □ 1-102	ACM Disturbance, Handling and Removal Procedures
15 RCNY □ 1-105	Glovebag Procedure
15 RCNY □ 1-106	Tent Procedure
15 RCNY □ 1-107	Foam Procedure for Roof Removal
15 RCNY □ 1-108	Foam/Viscous Liquid Use in Flooring Removal
15 RCNY □ 1-109	Abatement from Vertical Exterior Surfaces
15 RCNY □ 1-120 through 1-128	Pre-Demolition Abatement Activity Procedures

□Subsections (b), (j), (l), (u), (v) and (z) only.
(Amended City Record 12/7/2018, eff. 1/6/2019)

Part □□□ or□ Procedures

□ □□□□□ □ or□ Area Pre□aration□

The following work area preparation shall be followed during the conduct of pre-demolition abatement activities:

(a) Prior to the start of abatement activities on asbestos projects the building owner or designated representative must post a general notification at all main entrances to the structure. Postings of this notification must be in English and Spanish, at eye level in a conspicuous well-lit place that can be viewed by the public without obstruction. Information provided in the notification must include contractor, project location, that the project is regulated by NYC DEP, and the Call Center "311" for government information and services. The notice must have the following heading: **NOTICE OF ASBESTOS ABATEMENT**, in a minimum of 2 inches sans serif, gothic or block style lettering, with the balance of the lettering of the notice to be of the same type lettering in a minimum of 1 inch size. The notification must be posted throughout all abatement activities.

(b) The building shall be vacated prior to the start of abatement activities.

(c) Electric power to all work areas shall be shut down and locked out. Safe temporary power and lighting shall be provided in accordance with all applicable NYC Code(s) and Regulations. Existing light sources (e.g., house lights) shall not be utilized. All power to a work area shall be brought in from outside the area through ground-fault interrupter at the source.

(d) The worker decontamination enclosure system shall be installed or constructed

prior to plasticizing the work area and before disturbing ACM. The waste decontamination enclosure system shall be installed or constructed prior to commencement of abatement. The area in which these systems are located shall require HVAC system isolation and plasticizing of electrical outlets and equipment that are within 6 inches of floor level.

(e) Heating, Ventilation and Air Conditioning (HVAC) System shall be shut down and locked out. Isolation barriers shall be installed to prevent interior duct work contamination.

(f) Abatement shall not commence until work place preparation has been completed.

(g) Methods that raise dust, such as sweeping or vacuuming with equipment not equipped with HEPA filters, are prohibited.

(h) Objects which can be removed from the work area prior to abatement without disturbing ACM shall be pre-cleaned using HEPA-filtered vacuum equipment and/or wet cleaning.

(i) The isolation barriers (i.e. sealing off of all openings, including but not limited to windows, corridors, doorways, barriers, skylights, ducts, grills, diffusers, and any other penetrations of the work areas) shall be installed with 2 layers of fire retardant 6-mil plastic sheeting separately sealed with tape. All seams of HVAC or other system components that pass through the work area shall also be sealed. Chimney effects in stacks, columns, flues, shafts, double- walled enclosures, etc., that impact the work area, shall be eliminated by sealing the accesses with solid material covered with a double layer of 6-mil plastic sealed with tape.

(j) Cinderblock and porous construction materials, painted or unpainted, must be covered with one layer of fire retardant 6-mil plastic sheeting, sealed at edges and seams.

(k) Flooring within the work area shall be water-tight.

(l) Suspended ceiling tiles and T-grid components in proximity to ACM shall remain in place until the work area has been fully prepared as outlined in this section and electrical and HVAC systems have been shut down. Contaminated suspended ceiling components shall be removed prior to abatement and treated with a penetrating encapsulant.

(m) Required means of egress, including emergency and fire exits, must be maintained at all times during abatement activities except as otherwise provided, pursuant to the New York City Building and Fire Codes. Exits must be checked daily to ensure that there is no blockage or impediments to exiting.

(n) Entrances to the work area that will be used for worker entry or emergency exits shall be locked against unauthorized entry.

(o) Elevators running through the work area shall conform to the following:

(1) The elevator door in the work area shall be enclosed with conventional 2 x 4 stud framing, covered with 3/8" fire rated plywood sheeting and sealed at all edges and seams. The barrier shall be covered and lapped for 8 inches with two layers of fire retardant 6-mil plastic sheeting adhered individually with edges taped for airtightness.

(2) Elevators not remaining in service shall have the fuses removed and the power switch locked in the open position.

(3) Elevators that remain in service shall conform to the following additional procedures to minimize the piston effect that results:

(i) Elevator control shall be modified to bypass the work area.

(ii) A final larger layer of fire retardant 6-mil plastic sheeting is to be taped airtight but with slack forming a larger perimeter diaphragm. Air leakage across the barrier shall be corrected upon discovery, and the elevator shaft shall be checked for airborne asbestos contamination.

(iii) This system shall be smoke tested daily.

(4) Elevator shafts shall not be used as waste chutes for asbestos-containing waste material.

(p) Adequate toilet facilities shall be provided in the vicinity of the clean room external to the work place. Where such facilities do not exist, portable service shall be provided. (Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□□ ACM Procedures□Order of □ or□□

No ACM removal shall be performed in a building concurrently with the full demolition of such building or with the removal of one or more stories of such building, except as otherwise provided in these rules pursuant to 15 RCNY □□ 1-03 and 1-26. This subsection shall not apply to emergency work being performed pursuant to article 215 of chapter 2 of title 28 of the administrative code.

□ □□□□□ Clean□u□ Procedures During Abatement□

The following clean-up procedures shall be followed during conduct of pre-demolition abatement:

(a) (1) All waste generated shall be bagged, wrapped, or containerized immediately upon removal. The personal and waste decontamination enclosure systems shall be HEPA vacuumed and wet cleaned at the end of each work shift at a minimum.

(2) Visible accumulations of asbestos-containing waste material may be containerized utilizing rubber dust pans and rubber squeegees or HEPA vacuums. Metal shovels may also be used E□CEPT in the vicinity of plastic sheeting which could be perforated by these tools.

(b) The waste decontamination enclosure system shall be wet cleaned twice using wet cleaning methods upon completion of waste removal. When the worker decontamination enclosure shower room alternates as a waste container wash room, the shower room shall be washed immediately with cloths or mops saturated with a detergent solution prior to wet cleaning.

(c) The worker decontamination enclosure system shall be wet cleaned/HEPA vacuumed, as appropriate, after each shift change and meal break.

(d) If there is free standing water or if flooding occurs in the area, work must stop until the water is collected and safely and properly removed.
(Amended City Record 12/7/2018, eff. 1/6/2019)

□ □□□□□ Clean□u□ Procedures□Pre□aration for Clearance Air Monitoring□
The following final clean-up procedures for pre-demolition abatement shall be performed prior to commencement of clearance air monitoring:

(a) All visible accumulations of asbestos-containing waste material shall be removed and containerized. Metal shovels may be used to pick up or move accumulated waste E□CEPT in the vicinity of plastic sheet isolation and surface barriers which could be perforated by these tools. The areas around the plastic sheet isolation barriers shall be cleaned of visible accumulations utilizing rubber dust pans and rubber squeegees. To pick up excess water and gross wet debris, a wet-dry shop HEPA vacuum dedicated to asbestos abatement may be used.

(b) All containerized waste shall be removed from the work area through the decontamination enclosures and the holding area.

(c) All surfaces in the work area shall be wet cleaned using rags or mops. After allowing sufficient time for drying of the work area, HEPA vacuums shall be used to thoroughly clean all surfaces after gross clean-up.

(d) The plastic sheeting installed, pursuant to 15 RCNY □ 1-125(j), must be cleaned as in subdivision (c) above, then sprayed with a lockdown encapsulant and removed when dry.

(e) All surfaces in the work area which were not the subject of removal or abatement shall be sprayed with a lockdown encapsulant, which upon drying will not dissolve upon rewetting. Sufficient time for drying shall be allowed.

(f) All tools and equipment shall be removed from the work area and decontaminated in the equipment decontamination enclosure system.

(g) After successful clearance air monitoring (see 15 RCNY □□ 1-31 et seq.), a HEPA vacuum must be used to clean up any dust or debris when removing the isolation barriers.

(h) Within 21 days of the completion of all steps set forth above, including successful clearance air monitoring, a project monitor's report (Form ACP15) must be submitted to DEP. This report must be based on an inspection performed after the completion of all steps listed in this section, and shall not be based on the visual inspection performed prior to the commencement of clearance air monitoring. The project monitor who prepares the report must be independent of the abatement contractor. If a project is being performed on multiple floors of a building, a separate project monitor's report may be filed as each floor is completed. Compliance with this subdivision is the responsibility of the building owner.

(Amended City Record 12/7/2018, eff. 1/6/2019)

ILLUSTRATIONS NEXT PAGES

Large Asbestos Project

(Small Asbestos Project Option)

Worker Decontamination Enclosure System

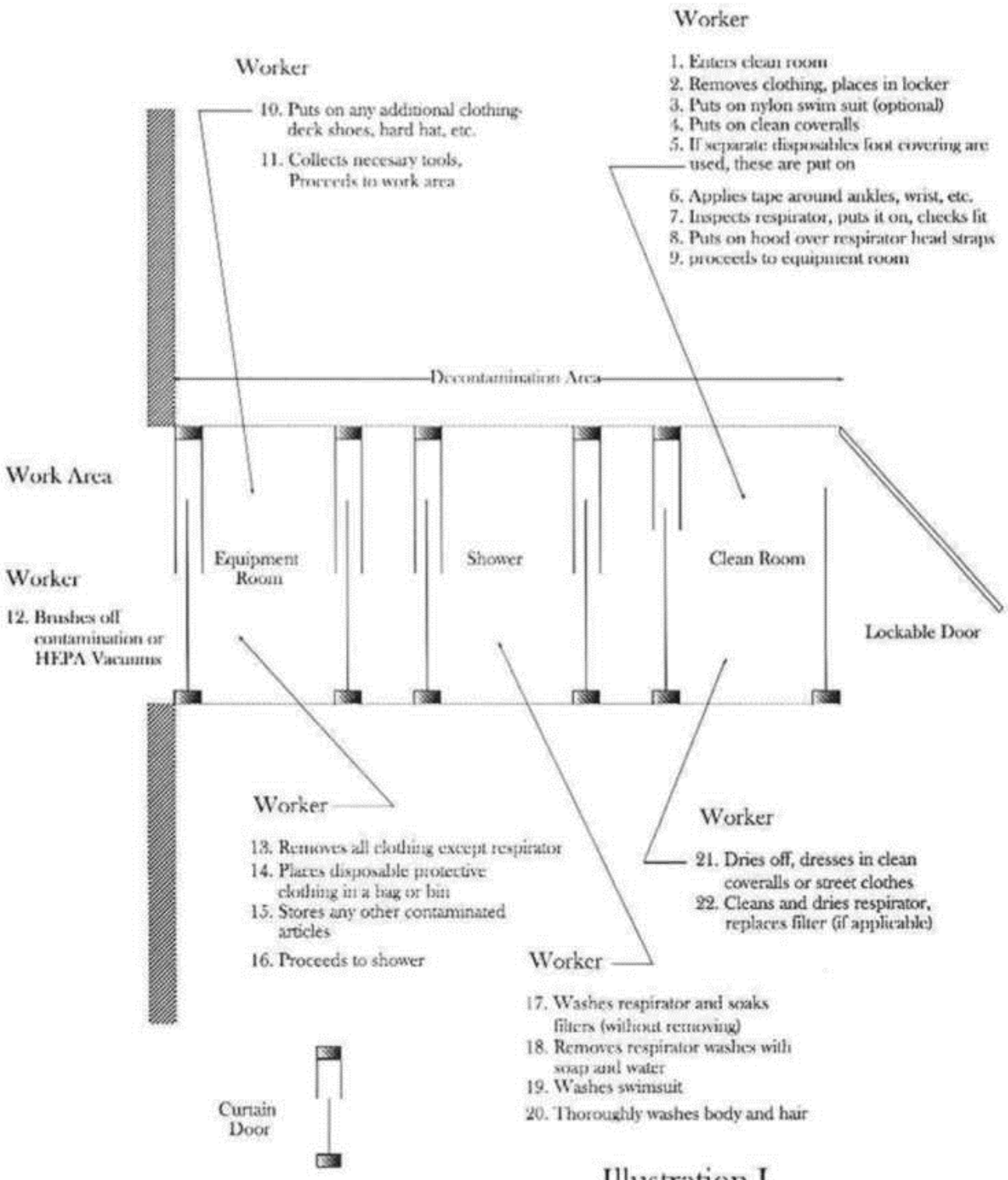


Illustration I

Large Asbestos Project

(Small Asbestos Project Option)

Waste Decontamination Enclosure System

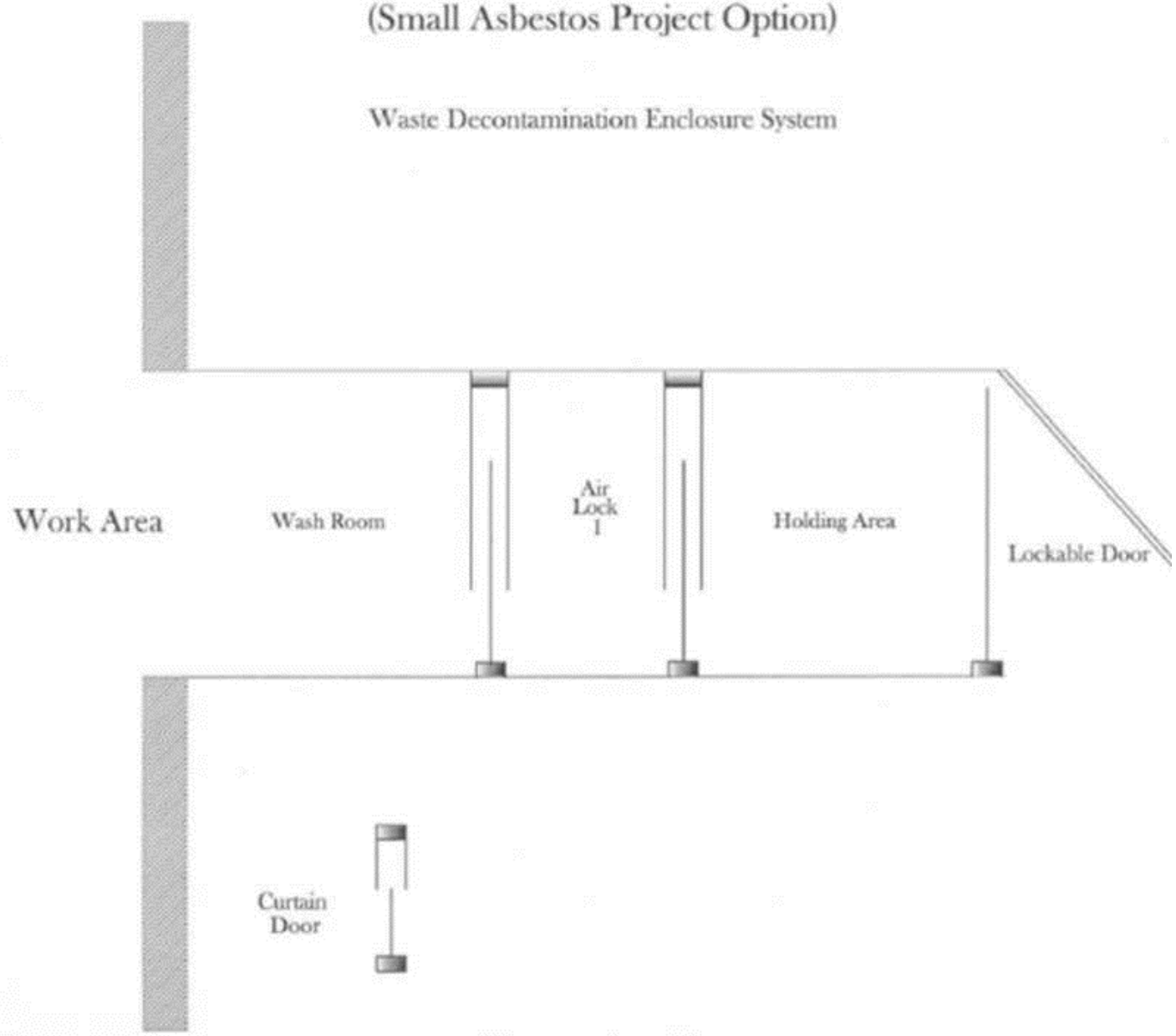


Illustration II

Large Asbestos Project

(Small Asbestos Project Option)

Parallel Worker and Waste Decontamination Enclosure System

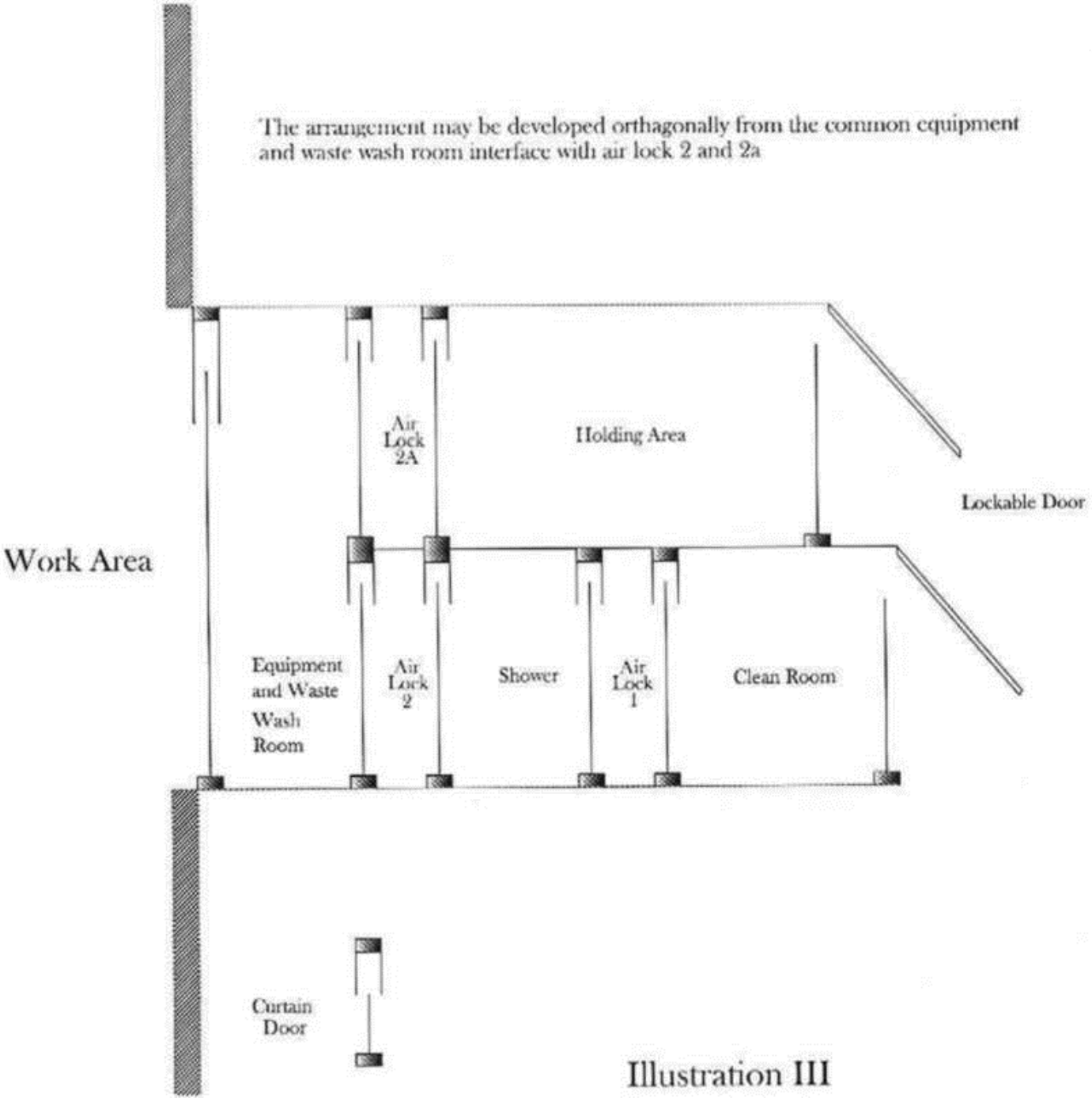


Illustration III

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APPENDIX E

Examples of Friable and Non-Friable

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Examples of Friable and Non-Friable

Asbestos-Containing Material Found in Buildings

Subdivision	Generic Name	Asbestos (%)	Dates of Use	Binder/Sizing
Surfacing Materials	Sprayed- or troweled-on	1-95	1936-1970	Portland Cement
Preformed thermal batts, blocks and insulation pipe covering products	85% magnesia	15	1926-1949	Magnesium carbonate
Textiles	Cloth Blankets (fire)[a] Cord/Rope/yarn[a]	100 90-95 80-100	1910-present 1920-present 1920-present	None Cotton/wool Cotton/wool
Paper Products	Corrugated, high temp. Corrugated, moderate temp. Indensed Millboard	90 35-70 98 80-85	1935-present 1910-present 1935-present 1925-present	Sodium silicate Starch Cotton Starch, lime, clay
Roofing Felts	Smooth surface Mineral surface Shingles Pipeline	10-15 10-15 1 10	1910-present 1910-present 1971-1974 1920-present	Asphalt Asphalt Asphalt Asphalt
Cementitious Cement	Extrusion panels	8	1965-1977	Portland
Concrete-like Cement Products	Corrugated Flat Flexible Flexible perforated Laminated Roof tiles Clapboard Siding shingles Roofing shingles Pipe	20-45 40-50 30-50 30-50 35-50 20-30 12-15 12-14 20-32 20-15	1930-present 1930-present 1930-present 1930-present 1930-present 1930-present 1944-1945 Unknown-present Unknown-present 1935-present	Portland Portland Portland Portland Portland Portland Portland Portland Portland Portland
Asbestos-containing compounds:	Caulking putties Adhesive (cold-applied) Joint compound Roofing asphalt Mastic Asphalt tile cement Roof putty Plaster - stucco Spackles Sealant (fire/water) Cement insulation Cement finishing	30 5-25 Unknown 5 5-25 13-25 10-25 2-10 3-5 50-55 20-100 55	1930-present 1945-present 1945-1975 Not reported 1920-present 1959-present Unknown-present Unknown-present 1930-1975 1935-present 1920-1973 1920-1973	Linseed Asphalt Asphalt Asphalt Asphalt Asphalt Portland Portland Starch Castor Oil Clay Clay
Flooring	Vinyl asbestos tile/polyvinylchloride	21	1950-present	Not reported
Sheet Goods	Asphalt, asbestos tile Resilient sheet goods	26-33 30	1920-present 1950-present	Asphalt Dry oils
Wall Coverings	Vinyl wallpaper	6-8	Unknown-present	Asphalt

- The information in this table is taken, with modification, from: Lory EE, Coin DC, February 1981. Management Procedure for Assessment of Friable Asbestos Insulating Material, Port Hueneme, CA: Engineering Laboratory Naval Construction Battalion Center.

- Laboratory aprons, gloves, cord, rope, fire blankets and curtains may be common in schools.

Provided by: URS, 12 COMMERCE DRIVE, CRANFORD, NEW JERSEY 07016