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

609 2ND AVENUE CONDOMINIUM

609 2nd Avenue
New York City, New York County, New York 10016

65 Residential Units	$ 105,070,000
1 Commercial Unit	$ N/A
5 Storage Spaces	$ 95,800
Pursuant to License Agreement	
TOTAL OFFERING	**$ 105,165,800**

**The Commercial Unit is not initially being offered for sale*

CO-SPONSORS

FLAT LG LLC
1481 47th Street
Brooklyn, New York 11219

ELEM 340 LLC
1481 47th Street
Brooklyn, New York 11219

RC FLATBUSH LLC
1481 47th Street
Brooklyn, New York 11219

CO-SPONSORS ATTORNEY

CERTILMAN BALIN ADLER & HYMAN, LLP
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554

SELLING AGENT

DOUGLAS ELLIMAN REAL ESTATE
575 Madison Avenue, 4th Floor
New York, New York 10022

THE DATE OF ACCEPTANCE FOR FILING IS , 2023. THE OFFERING PLAN MAY NOT BE USED AFTER , 2024, UNLESS EXTENDED BY AMENDMENT.

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

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL THE RESIDENTIAL UNITS AFTER CONSUMMATION OF THE PLAN, THIS PLAN MAY RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE RESIDENTIAL UNITS ARE NOT OWNED BY OWNER-OCCUPANTS OR INVESTORS WHO ARE UNRELATED TO THE SPONSOR. SEE THE SPECIAL RISK SECTION OF THE PLAN. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS OF THE CONDOMINIUM UNDER THE TERMS OF THIS OFFERING PLAN. SEE SPECIAL RISK 2 OF THE OFFERING PLAN.

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

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SPECIAL RISKS

1. The property that the Condominium is being constructed on is owned by Flat LG LLC, Elem 340 LLC and RC Flatbush LLC as Tenants in Common, all with an address at 1481 47th Street, Brooklyn, New York 11219. Said entities will be the Co-Sponsors of the offer of sale to the Residential Units in the proposed Condominium that is the subject of this Offering Plan to be known as 609 2nd Avenue Condominium. The Co-Sponsors shall have joint responsibility for all representations contained in this Offering Plan. Reference in the Offering Plan to Sponsor shall mean and refer to Co-Sponsors unless otherwise indicated.

2. The Sponsor has the right to designate all of the Residential Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees ("Sponsor Residential Board Control Period"). The Sponsor will have the right to designate the Commercial Board Member of the Board of Managers of the Condominium until the Commercial Unit in the Condominium has been sold or transferred to a Commercial Unit Owner, other than the Sponsor, its successors, assignees and/or designees ("Sponsor Commercial Board Control Period"). **There is no limit on the period of time it may take Sponsor to convey all the Residential Units or the Commercial Unit in the Condominium and as a result the Sponsor may control the Residential Members and Commercial Member of the Board indefinitely.** Notwithstanding, the Board of Managers has a fiduciary duty to the Unit Owners to enforce Sponsor's obligations. Sponsor's intentional refusal to allow the Board of Managers to pursue litigation against the Sponsor entity may constitute a breach of fiduciary duty to the Board of Managers. If there are non-Sponsor members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's Board representatives cannot lawfully vote on that issue. In addition, the Unit Owners may commence a lawsuit in the nature of a derivative action. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish the Sponsor Residential Members and the Sponsor Commercial Member of the Board of Managers before the last Residential Unit or Commercial Unit is closed. If Sponsor relinquishes control of the Members of the Board of Managers, there is no provision in the By-Laws that requires that a majority of Members of the Board of Managers be owner-occupants who are unrelated to the Sponsor or its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e., purchasing as a Residential Unit to live in or a Commercial Unit as a business as opposed to purchasing as an investment. See Sections XIX and XX of the Offering Plan.

3. Notwithstanding the Sponsor's right to designate all the Members of the Board of Managers as disclosed in Special Risk 2 above, the Sponsor only has the right to retain control over certain expenditures and fiscal actions of the Board of Managers of the Condominium for a period ending not more than five (5) years after the Closing of the first Residential Unit or whenever the unsold Residential Units constitute less than twenty-five (25%) percent of the Percentage of Common Interest, whichever is sooner. As a

result, the Sponsor will have control of maintenance, facilities and services to be provided to the Condominium and will determine the Common Charges to be paid by all Unit Owners, including those paid by the Sponsor during this time. During this period the Sponsor will also have control over the enforcement of the Sponsor's obligations and the right to control all decisions including but not limited to the determination of Common Expenses, management of the Condominium, the hiring and termination of employees of the Condominium, the placing of easements on the property and making improvements to the Common Elements. Notwithstanding the above, the Board of Managers has a fiduciary duty to the Unit Owners to enforce Sponsor's obligations. Sponsor's intentional refusal to allow the Board of Managers to pursue litigation against the Sponsor entity may constitute a breach of fiduciary duty to the Board of Managers. If there are non-Sponsor members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's Board representatives cannot lawfully vote on that issue. In addition, the Unit Owners may commence a lawsuit in the nature of a derivative action. At no time may Sponsor exercise veto power over expenses described in Schedule B or over expenses required to (i) comply with applicable laws or regulations, (ii) to remedy any notice of violation, (iii) to remedy any work order by an insurer or (iv) necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building. See Section XIX of the Offering Plan and Schedule B.

4. The Condominium will consist of sixty-five (65) Residential Units ("Residential Units") and one (1) Commercial Unit ("Commercial Unit"). The Commercial Unit is not currently being offered for sale and will be retained by the Sponsor. In addition, the Condominium will include five (5) Storage Spaces ("Storage Spaces") which are being offered to Residential Unit Purchasers subject to license agreements ("License Agreements"). The Storage Spaces may only be licensed to Residential Unit Owners, subject to the Board of Managers' Right of First Refusal and except as provided in Special Risks No. 42 and 43 below. The term Units in the Offering Plan will refer to the Residential Units and Commercial Unit unless otherwise indicated. The Commercial Unit may be used for any lawful purposes permitted under applicable zoning. The Residential Unit Owners will not have any input or decision making over the uses of a Commercial Unit. Purchasers should note that the use of a Commercial Unit may generate noise, traffic or other annoyances over which the Residential Unit Owners will have no control. See Section IX.

5. Pursuant to existing regulation, the Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent of the Units being offered for sale excluding Units of an ancillary nature (15% x 65 Units being offered for sale = 10 Units). Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to close Units with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase a Unit. Purchasers should note that in the event all Purchase Agreements are either rescinded or terminated prior to the date of the closing of title to the first Residential Unit the Sponsor will be obligated to re-declare the Offering Plan effective prior to closing title to the first Residential Unit regardless of whether the Declaration of Condominium has been recorded.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of the Residential 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 difficulty obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the Residential Units in the building or group of buildings, which in some cases may be as high as seventy percent (70%). Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of ten percent (10%) or more. It may also be difficult for a Purchaser to resell a Residential Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Even after Residential Units have closed, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a Purchaser to resell if prospective buyers are unable to obtain a loan due to such minimum sales requirements. See Section XIV.

6. Sponsor will endeavor in good faith to sell the Residential Units in the Condominium. However, Sponsor is retaining the unconditional right to rent rather than sell the Residential Units. Because Sponsor is retaining the unconditional right to rent rather than sell the Residential Units, this Plan may result in the creation of a condominium in which a majority of the Residential Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Owner-occupants and non-resident Owners, such as Sponsor, may have inherent conflicts on management of the Condominium. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell the Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent of the Residential Units being offered for sale excluding units of an ancillary nature (15% x 65 = 10 Residential Units) necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium. Sponsor shall not rent a Residential Unit in the Condominium prior to Consummation of the Plan as defined in Title 13 NYCRR § 20.1(c)(6). See Section XV of the Offering Plan.

7. Purchasers will be obligated to pay the New York City Real Property Transfer Tax and New York State Real Property Transfer Tax which by law are the primary obligation of a Seller but have been transferred to a Purchaser by contractual agreement. The New York State Real Estate Transfer Taxes are at the rate of $2.00 per $500 of consideration where the consideration is less than $3,000,000 and $3.25 per $500 where the consideration is $3,000,000 or more. The New York City Transfer Tax is at the rate of one (1%) percent of the Purchase Price for Residential Units where the consideration is less than $500,000 and 1.4259 percent where the consideration is $500,000 or greater. Pursuant to Section 1404(a) of the Tax Law of the State of New York, effective July 1, 2021, where the New York State Real Estate Transfer Tax is paid by the Purchaser pursuant to contractual agreement, such tax will be excluded from the total calculation of consideration of the Purchase Price of a Residential Unit. However, the amount of New York City Real Property Transfer Tax will be included in the consideration of the Purchase Price in determining the New York City Transfer Tax.

In addition, pursuant to Sections 1402-a and 1402-b of the Tax Law of the State of New York, a Purchaser will be required to pay a tax for a Residential Unit where the consideration is $1,000,000 or more (the "Mansion Tax"). The following are the rates applicable to the Mansion Tax in New York City effective as of July 1, 2019:

Total Consideration	**Mansion Tax (as of July 1, 2019)**
Less than $1,000,000	Not subject to tax
$1,000,000 to $1,999,999.99	1%
$2,000,000 to $2,999,999.99	1.25%
$3,000,000 to $4,999,999.99	1.5%
$5,000,000 to $9,999,999.99	2.25%
$10,000,000 to $14,999,999.99	3.25%
$15,000,000 to $19,999,999.99	3.5%
$20,000,000 to $24,999,999.99	3.75
$25,000,000 or more	3.9%

Pursuant to the provisions of the statute the obligation to pay the Mansion Tax is the Purchasers. The New York City Real Property Transfer Tax amount will be included in the consideration to determine the Mansion Tax. Therefore, the purchase price and the New York City Transfer Tax payable by Purchaser are added together to arrive at a total consideration for Mansion Tax purposes.

In addition, pursuant to a recent New York State Department of Taxation and Finance opinion, any consideration for a Storage Space License Agreements needs to be aggregated to the overall purchase price in determining transfer taxes. The aggregation of the sums paid by a Purchaser towards the sales price of a Residential Unit and the consideration for the License Agreement might result in the Mansion Tax being applicable or a higher rate to be paid towards the New York State and/or New York City transfer taxes.

See Section XVII of the Offering Plan as to how the above taxes are calculated. See the Purchase Agreement set forth as Schedule D.

8. Sponsor has not been required to post a completion bond with New York City covering the Common Elements. In addition, no bond has been posted to secure Sponsor's obligations under the Offering Plan. See page Section XVIII.

9. No Residential Unit Owner shall make any addition, alteration or improvement (of either a temporary or permanent nature) of a structural nature in or to the Residential Unit Owner's Residential Unit, or any Individual Residential Units Limited Common Element, without the prior written approval of the Board of Managers. Said provision requiring the written consent of the Board of Managers does not apply to the Sponsor. See Section XXI of the Offering Plan and Article VIII of the Condominium By-Laws set forth as Schedule J in Part II of the Plan.

10. A Purchaser may not interfere with Sponsor's ability to construct the Residential Units or Commercial Unit(s) or facilities, including, without limitation,

interference with work performed on the Property by Sponsor's staff, contractors and/or sub-contractors in connection with the construction of a Unit or any other Unit(s), attempts to hire any of Sponsor's staff, contractors or subcontractors, and/or attempts to bring contractors, materialman, sub-contractors or workers onto the Property for work on a Residential Unit prior to Closing, unless otherwise agreed to by Sponsor in writing. Sponsor shall have the right to remove or replace (and discard) any unauthorized installations, constructions and/or other materials installed or situated in or on any Residential Unit or any portion of the Property by or at the direction of any Purchaser prior to Closing without Sponsor's prior written consent. See Section XXI of the Offering Plan.

11. The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. The Purchase Agreement will remain in full force and effect and the Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to a Unit as a result of Purchaser's inability to obtain a mortgage Sponsor will have the right to retain the Deposit. The obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose Purchaser's Deposit if the Purchaser is unable to otherwise raise the monies for the balance of the purchase price. Prospective Purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing. See Section XIV.

12. Each Purchase Agreement provides that in the event Purchaser is not in default under the Purchase Agreement and Sponsor is unable to convey title to a Purchaser's Unit within twelve (12) months of the execution of the Purchase Agreement, a Purchaser shall have the option to cancel the Purchase Agreement and have the Deposit advanced by Purchaser returned to Purchaser. The purchaser shall be obligated to notify the Sponsor in writing of its intent to exercise said option no later than ten (10) days after the twelve (12) months of the execution of the Purchase Agreement. Purchaser's failure to so notify Sponsor of Purchaser's intent to cancel his or her Purchase Agreement due to Sponsor being unable to convey title to the Purchaser's Unit within twelve (12) months of the execution of the Purchase Agreement shall be deemed a waiver of said provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. See Paragraph 5 of the Purchase Agreement in Part II of the Plan. See Paragraph 5 of the Purchase Agreement set forth as Schedule D in Part II of the Plan.

In addition to the above, the Sponsor anticipates that the first Closing of a Residential Unit will occur by January 1, 2025. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of Title to the first Residential Unit; or (ii) the projected date of Closing of Title to the first Residential Unit occurs later than December 31, 2025, twelve (12) months after the projected date for the first Closing contained in this Offering Plan. If the Plan is amended to provide for a later projected date for the first Residential Closing, Purchasers will be entitled to an offer of rescission if the first Closing

occurs more than twelve (12) months beyond that amended, later date. However, if the first Residential Unit Closing occurs before December 31, 2025, the Sponsor may schedule the Closings of Title to other Residential Units significantly later than such date. Unless a Purchaser's Purchase Agreement contains an outside Closing Date, the Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of Title to the Residential Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS WHETHER OR NOT TO PURCHASE A UNIT. See Section XV.

13. The Purchase Agreement requires an initial deposit (the "Deposit") of ten (10%) percent of the Purchase Agreement of a Residential Unit and ten (10%) percent of the Storage Space License Expense, if applicable. The balance of the Purchase Price is to be paid at the Closing of Title to the Residential Unit. The law firm of Schmitt Law Group, P.C., with an address at 865 Merrick Avenue, Suite 180N, Westbury, New York 11590 and telephone number of (516) 387-4786, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser for Deposits received pursuant to a Purchase Agreement. The Escrow Agent has established the escrow account at Flagstar Bank, 900 Stewart Avenue, 3rd Floor, Garden City, New York 11530 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Schmitt Law Group, P.C. – 609 2nd Avenue Condominium IOLA Escrow Account" ("Escrow Account"). The escrow account is an IOLA account consistent with Section 487 of the Judiciary Law of the State of New York. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the "Deposit"). The maximum Deposit insurance amount will be $250,000. Any Deposit in excess of $250,000 will not be insured. If a Purchaser makes a Deposit in excess of said amount for the purchase of a Residential Unit, the excess amount will not be federally insured. Purchasers should also note that if the Purchaser has any accounts in the Bank where the funds are being held, the funds in those accounts will count towards the $250,000 FDIC insurance limit. See Section XV of the Offering Plan.

14. The projections for the first year of operation of the Condominium contained in the Schedule B budget are only estimates. Actual expenses may vary from the amounts shown. Purchasers should further note that premiums for insurance have been extremely volatile and have increased substantially in recent years. Sponsor cannot predict whether or not the insurance rates will continue to increase or stabilize. Sponsor makes no representation that the premium costs for the insurance reflected in the proposed first year budget will be applicable at the time of the first Closing of a Residential Unit in the Condominium. If the actual or anticipated date of commencement of Condominium operation is to be delayed more than six (6) months from the budget year projected in the Offering Plan, the Plan will be amended to include a revised budget. If such amended projections exceed the original projections by twenty-five (25%) percent or more, all Purchasers will be offered a right to rescind and a reasonable period of time that is not less than fifteen (15) days after the date of presentation to exercise the right, whether or not Sponsor offers to guarantee the previous budget projection. See Schedule B, the proposed first year budget and the footnotes immediately following thereto, set forth as Section VI to the Plan.

15. At the Closing of each Residential Unit, the Sponsor will collect the equivalent of one (1) months Common Charges from each Purchaser to be paid to the Condominium as initial working capital ("Working Capital"). While Sponsor is in control of the Board of Managers of the Condominium the Working Capital Funds may be used to reduce the Common Charges. The Working Capital Fund may be utilized to reimburse Sponsor for prepaid expenses of the Condominium. The only budgetary item that might require a substantial credit to the Sponsor would be the insurance disclosed in Schedule B. At such time as the Sponsor relinquishes control of the Board of Managers any remaining balance of the Working Capital Fund will be turned over to the Board of Managers. The Offering Plan does not provide for any minimum Working Capital Fund to be turned over to the Board of Managers.

In addition to the Working Capital Contribution, each Purchaser of a Residential Unit is required to pay an additional one (1) month of Common Charges to be deposited into a segregated Reserve Account which shall be utilized toward future repair and replacement of the General Common Elements and General Residential Units' Limited Common Elements. The Reserve Fund will only be used for capital expenditures of the Condominium. In view of the fact this Condominium is new construction it is anticipated that the Reserve Fund will be sufficient to pay for the replacement of capital items likely to be needed within the first 5 years of Condominium operation. If additional funds are required over and above said Reserve Funds, it may be necessary to increase the Common Charges payable by the Residential Unit Owners, collect a Special Assessment from each Residential Unit Owner or borrow money subject to Sponsor's consent as long as the Sponsor retains one (1) Residential Unit in the Condominium. Purchasers should note that as more Residential Units are sold and close in the Condominium it can be expected that the Common Charges and Reserve Fund line item and in future budgets will increase. Section XXVI of the Offering Plan.

16. It shall be the responsibility of each Purchaser to pay the following additional Closing Costs, if applicable: (a) an initial non-reimbursable contribution to the Working Capital Fund equal to one (1) months Common Charges for the Residential Unit to the Condominium; (b) one (1) month of Common Charges to be deposited into the Condominium's Reserve Account for the Reserve Fund; (c) $150 for the completion of any Lender's mortgage questionnaire; (d) $250 to Sponsor's attorney for preparation of any ACRIS documents; (e) $3,000 to Sponsor's attorney for the preparation of the Closing documents; (f) $750 travel fee to Sponsor's attorney if a Closing takes place, at the request of a Purchaser, at any location other than the office designated by Sponsor or Sponsor's attorney's office; and (g) $750 fee to Sponsor's attorney in the event a Closing is adjourned with Sponsor's consent, at the request of Purchaser of Purchaser's attorney within forty-eight (48) hours of the scheduled time of Closing. See Sections VI, XVII, XXVI and XXL of the Offering Plan.

17. If through no fault of Sponsor, Purchaser fails for any reason to Close Title after the date originally scheduled in Sponsor's Notice of Closing or such later date (if applicable) to which Sponsor in a subsequent Notice for Closing adjourned the Closing, all of the apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Sponsor's adjourned Closing Date (as the case may be).

In addition, Purchaser shall pay to Sponsor at or prior to the actual Closing an amount equal to .0438% per day (which equals an annual rate of 16%, the maximum rate in New York State) of the purchase price for the Unit for each day beyond such originally scheduled or Sponsor adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Sponsor's carrying costs and other charges. See Section XVII of the Offering Plan.

18. Each Unit Owner must pay Common Charges to cover the costs of operation and maintenance of the Condominium in accordance with Sections 339(i)(1)(iv) and 339(m) of the New York Condominium Act. The costs of operation and maintenance of the Condominium, including both those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole (such as expenses for insurance, repairs and maintenance of the Common Elements and various service contracts), will generally be borne by all Unit Owners in proportion to their respective Common Interests, provided that the Commercial Unit' share of Common Expenses will be limited to a share of only certain components of the Common Expenses as set forth in Schedule B. The Commercial Unit will therefore pay only allocated percentages of such components of the Common Expenses, which percentages may be less (or more) than their Common Interest. The allocated percentages represent a projection of the proportionate usage of the services and facilities in question by the Commercial Unit, and (other than those which relate to utility consumption, which shall be fairly adjusted based upon such consumption) shall be determined on an annual basis. In addition, the Residential Units shall pay all costs applicable to the Residential Area, General Residential Units' General Limited Common Elements and any other Common Expenses that solely benefit the Residential Units based upon their Residential Unit's Residential Interest as reflected in Schedule A. In the event of any dispute relating to the expenses to be borne by a Commercial Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XIII of the By-Laws. See Schedule B and Sections IX and XXI of the Offering Plan.

19. A Commercial Unit Owner and/or its tenants shall have an easement to erect, maintain and replace one or more signs on the Condominium Property permitted by law for the purpose of advertising the operation of any business conducted by a Commercial Unit Owner or tenant of a Commercial Unit Owner. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Condominium and will comply with applicable regulations of New York City. See Section IX of the Offering Plan.

20. Except to the extent prohibited by law, the Sponsor, its successor, assignee or designee and a Commercial Unit Owner(s) shall have the right, without the vote or consent of the Board of Managers to: (a) make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, in, to and upon a Commercial Unit; (b) change the layout of, or number of rooms in a Commercial Unit from time to time; (c) change the size and/or number of Commercial Units by subdividing one or more Commercial Units into two or more separate Commercial Units, combining separate Commercial Units (including those resulting from such subdivision or otherwise) into one or more Commercial Units, altering the boundary walls between any

Commercial Unit, or otherwise; (d) if appropriate, reapportion among a Commercial Unit affected by such change in size or number pursuant to the preceding clause their percentages of interest in the Common Elements; provided, however, that the percentage of interest in the Common Elements of any other Commercial Unit shall not be changed by reason thereof unless the owners of such Commercial Unit shall consent thereto and, provided further, that the Sponsor, its successor, assignee or designee or the Commercial Unit Owner(s) shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Commercial Unit Owner(s) harmless from any liability arising therefrom.

Nothing contained in the Declaration shall prohibit the division or consolidation of a Commercial Unit and common interest appurtenant thereto, including but not limited to a change in the number of rooms. In no case, however, may such division or consolidation result in a different Percentage of Common Interest for the total of the new Commercial Unit than existed for the total of the original Commercial Unit before division or consolidation. An amendment to the Declaration of Condominium authorized by Article Sixth and Eleventh of said Declaration may be filed by the Sponsor, its successor, assignee or designee or a Commercial Unit Owner without any consent of the Board of Managers or any other Unit Owner provided the Percentage of Common Interest of all other existing Units is not affected thereby. See Section IX of the Offering Plan and Articles Sixth and Eleventh of the Declaration of Condominium.

21. Purchasers should be aware that they may be living in an active construction site after they close on their Residential Unit. During this period of construction there may be dirt and debris and construction material on site, construction vehicular traffic, construction noises, unfinished areas of the Building and other inconveniences which are normal in a community undergoing construction. It is anticipated that construction of the Condominium will be complete by January 1, 2025, subject to circumstances beyond Sponsor's control such as weather conditions, labor strikes, material shortages, acts of God, pandemic, and sales conditions. See Section XXXI of the Offering Plan.

22. As a result of the fact gas pipes, water pipes, and electric wires run throughout the walls of the Building, Purchasers should be careful when placing any items on the wall or drilling into the walls of their Unit. See Section XXI of the Offering Plan.

23. Purchasers of a Residential Unit should refer to the floor plans in Schedule G-2 of Part II of the Plan for details of each type of Residential Unit. The approximate square foot area of each Residential Unit and Commercial Unit, is measured as follows: (a) Measured horizontally, the Unit area is measured from the exterior face of exterior walls adjacent to the Unit to the centerline of the demising wall between Units, corridors, elevators, and stairs. (b) Residential Unit (PH) area on 15th – 18th Floors will be the entire floor area without the common egress stair on each floor. (c) Measured vertically, the Units will consist of the volume from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above. (d) Common Elements which fall within the boundaries of the Unit are not deducted from the square foot area of the Unit but are not part of the Unit. As such, the areas are not based upon measurements from interior surfaces of interior walls, and the

actual living area comprising the Residential Unit is significantly less than the area listed in Schedule A. Purchasers should further note that a Purchaser will not be entitled to a credit, offset or reduction in the purchase price for Purchaser's Residential Unit or otherwise be relieved of any obligations under the Purchase Agreement by virtue of a minor change, inaccuracy or error in the floor plans of an increase or decrease of an immaterial amount. A decrease in a Residential Unit's area of five (5%) percent or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material. See Schedule A and the footnotes to Schedule A in Section V of the Offering Plan.

24. The Sponsor does not wish to sell Residential Units to Purchasers who intend to purchase the Residential Unit as a short-term resale investment. As such the Purchase Agreement provides that if a Residential Unit is sold within eighteen (18) months from the Closing of Title to the Residential Unit, the Purchaser shall upon the sale of the Residential Unit pay Seller, at or before the resale closing, an amount equal to ten (10%) percent of any profits defined as the Gross Sales Price without deductions for Closing or other transaction costs less the original purchase price however such amount shall not be greater than the net proceeds of the sale of the Residential Unit, which would be the gross sales price, less amounts owed on a mortgage and all Closing Costs. This provision only applies to the initial Purchaser of a Residential Unit from Sponsor and not to subsequent re-sales and does not apply if the Residential Unit Owner or spouse dies within the eighteen (18) month period or if all the Residential Units have been titled by Sponsor before the eighteen (18) month period. In addition, it does not apply to any mortgagee who forecloses or accepts a deed in lieu of foreclosure for a default under a first mortgage. See Section I of the Offering Plan.

25. All general maintenance and repairs of a private balcony, terrace and/or roof terrace area and all fencing, landscaping, pavers, surfaces, appliances, irrigation system, railing, drains, utilities, pipes, wires conduits lighting located in or on and for the exclusive use of the private balcony, terrace and/or roof terrace area that is an Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including, but not limited to, the repair of leaks; the repair, maintenance and replacement of surfaces and pavers thereon; the maintenance and replacement of all landscaping and trees and bushes thereon or therein; and repair, maintenance and replacement of all appliances, lighting, mechanical equipment, irrigation system, railing, fencing located thereon or therein;), shall be the responsibility of the Residential Unit Owner whose private balcony, terrace and/or roof terrace area is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to the private balcony, terrace and/or roof terrace area that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost. See Section XXI of the Offering Plan.

26. The private balconies, terraces and/or roof terrace areas are not permitted to be used for storage, are not permitted to be enclosed and are not permitted to be used for any type of bedroom or for sleeping or similar use. All drains located on a private balcony, terrace and/or roof terrace area must be always kept open. Residential Unit

Owners will not be permitted to store any combustible material or other items in or on a private balcony, terrace and/or roof terrace area, except as may be necessary for the use of said space. See Section XXI of the Offering Plan.

27. All Residential and Commercial Unit Owners are required to keep their thermostats at a minimum of sixty (60) degrees Fahrenheit to prevent freezing of pipes. In the event the Unit Owner fails to adhere to this requirement the Unit Owner shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Unit. See Section XXI of the Offering Plan and the By-Laws contained in Part II of the Offering Plan as Schedule J.

28. In view of the fact the Condominium will consist of a Building containing more than five (5) stories, the Housing Merchant Implied Warranty Law contained in Article 36-B of the General Business Law is not applicable. As a result, no warranty is being offered for the Residential Units and they are being offered in their "As-Is" condition as of the date of the Closing of Title to the Residential Unit. NOTWITHSTANDING ANYTHING STATED ABOVE, SPONSOR HAS AN ABSOLUTE DUTY TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH ALL APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS IDENTIFIED IN THE OFFERING PLAN. For details see Section XVIII of the Plan.

29. Sponsor must either return a fully executed Purchase Agreement within thirty (30) days to the Purchaser or reject the Purchase Agreement and refund the Deposit monies. In the event the Sponsor does not act within said thirty (30) day period the Purchase Agreement will be deemed rejected by the Sponsor. See Section XIII of the Offering Plan.

30. If Purchaser fails to appear and Close Title in accordance with the Purchase Agreement on the date and at the time and place stated in Sponsor's Notice for Closing, or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under the Purchase Agreement, Sponsor may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Time is of the Essence for Purchaser to cure such default within such thirty (30) day period. See Section XIII of the Offering Plan and the Purchase Agreement contained as Schedule D in Part II of the Plan.

31. During the Sponsor Control Period, Sponsor shall have the right, in its sole and absolute discretion, to cause the Condominium Board to waive the collection of some or all of the Common Charges, as set forth in the Condominium's budget from Unit Owners provided, however, that Sponsor shall have the right to either (a) be solely responsible for the payment of all actual expenses to operate the Condominium (the "Waiver Period") if the Sponsor is paying all expenses; or (b) cause the Condominium Board to assess all Unit Owners, including the Sponsor for Unsold Units, their proportionate share of all actual operating expenses of the Condominium based on their respective Percentage of Common Interests or as otherwise set forth in the budget, including, but not limited to, insurance premiums and any reserve fund payments included in the budget (the "Reduced Service Period"). In connection with the Waiver Period or Reduced Service Period, (i) Sponsor will disclose the implementation and expiration date of such Waiver Period or Reduced Service Period in the amendment to the Plan that

discloses the occurrence of the First Closing; (ii) Sponsor or the Managing Agent will notify Purchasers and Unit Owners of the expiration of the Waiver Period or Reduced Service Period at least 30 days prior to the expiration thereof, and (iii) Sponsor will disclose the expiration of the Waiver Period or Reduced Service Period in the next substantive amendment to the Plan. During any Waiver Period, Sponsor and/or Unit Owners will timely pay all actual expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments included in the budget. At such time as the Condominium Board commences the collection of Common Charges in accordance with the total proposed budget contained in Schedule B (the "Total Budget"), there will not be an assessment for any expense line item set forth in the budget, or maintenance fee that would have been due prior to the expiration of the Waiver Period or Reduced Service Period. Sponsor is not obligated to collect Common Charges based upon a Waiver Period or Reduced Service Period. The Condominium Board shall remain obligated to update the budget in accordance with the terms of the Offering Plan. Purchasers should note that, during any Waiver Period or Reduced Service Period, Unit Owners will remain responsible for (in addition to their proportionate share of Operating Costs, if applicable) all individual Unit expenses, including without limitation (as applicable) real estate taxes on the Unit, mortgage payments under a loan 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 Section XXI of the Offering Plan.

32. Purchasers should note that the Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provision of the Declaration or of the By-Laws. It is intended that the Members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is understood and permissible for the original Board of Managers, who may be affiliated with or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Members of the Board of Managers shall be limited to such proportion of the total liability thereunder as the Purchaser's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by a Member on behalf of the Condominium, shall provide that the Members of the Board of Managers, or the managing agent, or the Member, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners). See Article III, Section 14 of the By-Laws of the Condominium.

33. The Percentage of Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, based on floor space, subject to the location of such space and the additional factors of relative value to

other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. Based upon final specifications, construction conditions and/or "as-built" Plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation the Percentage of Common Interest may justify a minor increase or decrease in the aggregate Percentage of Common Interest appurtenant to Units. In such event the Percentage of Common Interest appurtenant to each individual Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect such a change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Percentage of Common Interest of any Unit be increased or decreased as the result of any of the foregoing a material amount. See Section XXI of the Offering Plan.

34. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by New York City Building Department ("Building Department"). A TCO is intended to indicate that the property conforms substantially to the Building Department approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining an FCO covering the entire building. However, Sponsor and its principals make no representation or guarantee that Building Department will issue the FCO within two years, which is the timeframe anticipated by the Multiple Dwelling Law for issuance of an FCO. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING AND SHALL EXERCISE ITS BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT, Unit Owners and the Board of Mangers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. See Section III of the Offering Plan.

35. Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Residential Unit and/or Building. Residential Unit Owners are responsible for obtaining all necessary permits from New York City and any other required municipal agencies for any changes the Residential Unit Owner makes to their Residential Unit subsequent to the Closing of Title with the Sponsor. Sponsor will not be liable for nor responsible to a Residential Unit Owner in the event an inspection by New

York City Building Department prevents the issuance of a renewal and/or extension of a Temporary Certificate of Occupancy or Permanent Certificate of Occupancy as a result of changes made to the Residential Unit by a Residential Unit Owner. In the event a Residential Unit Owner makes any changes, additions or alterations to their Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Residential Unit and/or Building, the Residential Unit Owner shall reimburse Sponsor within ten (10) days following Sponsor's demand therefor, for any and all costs incurred by Sponsor with respect to Residential Unit Owner's changes to the Unit that prevent the extension or renewal of a Temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by New York City Building Department. Sponsor shall provide documentation substantiating the assertion that the Residential Unit Owner's change prevented the issuance of a Permanent Certificate of Occupancy or renewal of a Temporary Certificate of Occupancy for the property. See Section III of the Offering Plan.

36. Common Charges are generally levied in proportion to each Unit's Percentage of Common Interest in the Common Elements. However, as provided for in Section 339-m of The Real Property Law of the State of New York, the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements, General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Element that is the Condominium's obligation to repair and maintain, in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In addition, the Residential Units shall pay all costs applicable to the Residential Area, General Residential Units' General Limited Common Elements and any other Common Expenses that solely benefit the Residential Units based upon their Residential Unit's Residential Interest as reflected in Schedule A. In the event of any dispute relating to the expenses to be borne by a Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XIII of the By-Laws. See Section I of the Offering Plan.

37. The Smoke-Free Air Act of New York City prohibits Smoking and using E-cigarettes of any kind in indoor common areas, including but not limited to any applicable lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more Residential Units. NYC Admin. Code, § 17-505. Effective as of August 28, 2018, Local Law 147 of the City of New York became effective. Local Law 147 amends the Administrative Code of the City of New York to require that all class A multiple dwellings (i.e., buildings with 3 or more residential dwelling Residential Units) adopt a written smoking policy (the "Smoking Policy"). In compliance with Local Law 147 the following is the smoking policy that will apply to this Condominium:

(a) Definitions:

(i) Smoking: Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designated for people to use to inhale smoke.

(ii) Electronic Cigarette (E-Cigarette): A battery-operated device that heats a liquid, gel, herb or other substance and produces a vapor for people to inhale.

(b) Policy:

(i) All types of Smoking and use of Electronic Cigarettes as defined above are prohibited from all general common areas of the Condominium, including but not limited to any lobby, hallway, stairwell, mailroom, fitness room or other recreational facility, meeting room, laundry room, storage area, mechanical room, equipment room, cellar, basement, elevator, garage, rooftop, play areas, parking areas, shared balconies, shared courtyards, shared patios, shared porches, shared yards and/or any outdoor common area within 15 feet of entrances, exits, windows, and air intake units on property grounds.

(ii) All types of Smoking and use of Electronic Cigarettes are prohibited from the roof, balconies, terraces or any space designated as a General Residential Units' Limited Common Element, Individual Residential Unit's Limited Common Element and Commercial Unit's Limited Common Element appurtenant to the Unit or Units.

(iii) All legal Smoking and use of Electronic Cigarettes is permitted within the interior area of a Residential Unit and Commercial Unit.

(iv) The Smoking Policy shall be applicable to all Unit Owners, residents, tenants, guests, congregants, licensees, employees and all persons that may be in or on any portion of the Condominium.

(v) Any Unit Owner who leases their Unit shall incorporate the provisions of the Smoking Policy into the lease with the Residential Unit Owner's tenant.

(c) Complaints:

Complaints about smoke drifting into a Unit or common area should be made promptly to the Managing Agent. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

(d) Arbitration:

Disputes regarding the Smoking Policy shall be submitted for arbitration pursuant to the provisions of Article XIII of the By-Laws of the Condominium.

The Smoking Policy shall be applicable to all Unit Owners, residents, tenants, guests, licensees, employees, and all persons that may be in or on any portion of the

Property and any Building located thereon constituting the Condominium. Pursuant to the requirements of Local Law 147 all tenants in the Buildings are required to receive a copy of the Building's Smoking Policy and the Smoking Policy must be incorporated into all leases or interim leases. The provisions of Local Law 147 of the City of New York shall take precedent in the event of any conflict with the Smoking Policy contained herein. See Section XXI of the Offering Plan.

38. The Condominium includes five (5) Storage Spaces that are being offered to Purchasers of a Residential Unit subject to a License Agreement between the Residential Unit Owner as the Licensee and the Board of Managers as the Licensor. Storage Spaces may only be utilized for storage of normal household items and pursuant to the provisions of the Declaration of Condominium and By-Laws of the Condominium and any Rules and Regulations regarding the Storage Spaces. All structural repairs of the Storage Spaces and all repairs and maintenance of the Storage Space Areas shall be the responsibility of the Condominium as a Common Expense, subject to the provisions of Article XII of the Condominium By-Laws. All general maintenance and repairs of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space. Each Residential Unit Owner who has entered into a License Agreement for a Storage Space will be required to pay a monthly License Fee to the Condominium to cover the costs associated solely with the Storage Spaces as determined by the Board of Managers. The Board of Managers shall have the right to increase or decrease said amount as required for the costs associated solely with services applicable to the Storage Spaces and Storage Space Area. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Space and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space as reflected in Schedule A and the overall square footage of all the Storage Spaces. As long as the Sponsor retains at least one (1) Storage Space in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent increase the License Fees applicable to the Storage Spaces more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in costs associated solely for the Storage Spaces and/or Storage Area evidencing the need for an increase greater than ten (10%) percent. Said License Fees associated with the Storage Spaces shall be in addition to the Common Charges and any Special Assessments charged to any Residential Unit Owner. All Storage Space Licensees, including Sponsor, shall be responsible for: the payment of the License Fees, and/or Special Assessments imposed by the Condominium Board of Managers related to the Storage Spaces and/or Storage Space Area and any additional costs associated with the Storage Spaces and/or Storage Area reflected in the License Agreement. The Sponsor shall be authorized to execute all initial License Agreements for a Storage Space subject to the Declaration of Condominium, for any Storage Spaces entered into with a Residential Unit Owner, and to receive the proceeds of such License Agreement ("Storage Space License Expense"). A designated member of the Board of the Managers of the Condominium shall be authorized and required to execute the License Agreement on behalf of the Condominium as the Licensor of the License Agreement. In the event there are Storage Spaces that have not been Licensed to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to assign the rights pursuant to a

License Agreement for any non-licensed Storage Space to the Board of Managers of the Condominium, subject to the Storage Space License Expense. Sponsor shall be obligated to pay the applicable License Fee to the Condominium for such Storage Spaces that are not subject to a License Agreement or assigned to the Board of Managers. In addition, all Purchasers who enter into a Purchase Agreement for a Residential Unit and are simultaneously entering into a License Agreement for a Storage Space will be required to pay ten (10%) percent of the Storage Space License Expense as an initial deposit ("Deposit"). The Deposit will be held in escrow according to the terms contained in Section XIII of the Plan. The balance of the License Expense is due at closing from each Purchaser. Sponsor reserves the right to retain such ten (10%) percent downpayment deposit in the event of Purchaser's default under the Purchase Agreement or the License Agreement.

Due to the fact that only Residential Unit Owners may enter into License Agreements for the Storage Spaces in the Condominium which are able to be licensed, Purchasers who do not ultimately close title to their Residential Unit for any reason may not enter into separate License Agreements for a Storage Space without closing on their Residential Unit. See Section XIII of the Plan and the Condominium By-Laws set forth as Schedule J in Part II of the Plan.

39. The Power of Attorney set forth as Schedule E in Part II of the Plan provided a Power of Attorney to the Board of Manager, the Sponsor and their successors, assigns and designees as follows:

1. To the Board of Managers the right to acquire or lease any Unit, together with its Common Interest whose Unit Owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine.

2. To the Board of Managers the right 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 action which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board or Managers deems necessary or appropriate.

3. To the Sponsor the right to amend the Condominium Declaration and to effectuate the rights granted to Sponsor and Unit Owners under the Declaration as set forth in this Article Fifteenth of the Declaration.

4. To the Board of Managers the right to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. This paragraph 4 shall not apply to an owner of the Commercial Unit.

5. To the Board of Managers, the Declarant and their successors, designees and/or assigns the right to amend the Declaration and the By-Laws for the purposes set forth in Article Eleventh, Sections 2h, 2i, 2k and 3 of the Declaration, Article Twenty-First of this Declaration and Article X, Sections (c) and (g) of the By-Laws for the purposes set forth therein.

6. To the Board of Managers and the Sponsor the right to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies.

7. To the Board of Managers, the Declarant and their successors, designees and/or assigns the right to comply with any and all provisions contained in the Easement Volume Agreement, including but not limited to the right to amend the Declaration and the By-Laws to convert the Easement Volume from a Commercial Unit Limited Common Element to a General Common Element of the Condominium and to take any action necessary to effectuate the provisions of that certain Easement Volume Agreement dated February 8, 2021 and recorded in the New York City Register's Office as Document ID: 202103040145001.

See Section XIII of the Offering Plan.

40. Purchasers should note that the Financial Crimes Enforcement Network ("FinCEN"), of the U.S. Department of the Treasury issued a revised Geographic Targeting Order ("GTO") dated November 8, 2019, as renewed on October 22, 2023, and ending on April 28, 2024, requiring U.S. title insurance companies and any of its

subsidiaries and agents, to report to FinCEN the personal identity of purchasers in residential transactions in which:

(1) Residential real property is purchased by a legal entity as defined in the GTO as follows: a corporation, limited liability company, partnership or other similar business entity, whether formed under the laws of a state or of the Residential United States or a foreign jurisdiction, other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Securities Exchange Commission ("SEC") or a self-regulatory organization registered with the SEC, or an entity solely owned by such a business;

(2) the Purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Staten Island or Manhattan in New York City;

(3) the total purchase price is in the amount of $300,000 or more;

(4) such purchase is made without a bank loan or other similar form of external financing; and

(5) such purchase is made at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer or virtual currency.

The Order affects all residential real property closings occurring on or after November 12, 2019, as renewed on October 27, 2023. A copy of the updated GTO is available at:

https://www.fincen.gov/sites/default/files/shared/Phase_17_RRE_GTOs_Order_FINAL_508C.pdf

All questions about the Order should be directed to the FinCEN Resource Center at FRC@FinCEN.gov. See Section XIII of Part I of the Offering Plan.

41. New York City Local Law Eleven (NYC LL11 / 98): is applicable to this Building and requires that the Condominium must comply with the requirements of New York City Local Law Eleven with regards to inspection of exterior walls and appurtenances of buildings greater than six stories in height. The Condominium will be responsible for arranging future inspections and shall be conducted at least once every five (5) years from the issuance of a final Certificate of Occupancy. The inspections are required to be done by a qualified architect or engineer. The inspection would indicate whether or not the building is Safe (No problems and in good condition), SWARMP (Safe with a Repair and Maintenance Program) or Unsafe (Problems or defects threatening public safety). All costs associated with the required report and any repairs shall be a Condominium General Common Expense. The Sponsor does not make any representation as to the cost of such an inspection at such time as the required inspection is done. Purchasers

should refer to the Description of Property Report contained in Schedule G in Part II of the Offering Plan.

42. Purchasers should note that the Board of Managers will not have any right to restrict or limit the method of operation, use or appearance of any Commercial Unit which are permitted by law and applicable zoning of the City of New York. No rules affecting the operation of the Commercial Unit may be adopted or modified by the Board of Managers without the written consent of the Commercial Unit Owner's respective representative on the Board of Managers. All or any part of a Commercial Unit may be leased or subleased by the respective Commercial Unit Owner. The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of the Commercial Unit. See Section IX of the Offering Plan.

43. Purchasers of a Residential Unit are advised that the Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements, no matter how classified, and the Residential Units to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Residential Unit or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium and its residents. Such right of access to a Residential Unit shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Residential Units, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium. Such right of access shall include access through a Residential Unit for repairs and maintenance of any private roof terrace, private terrace and/or balcony that is a Limited Common Element of a Residential Unit. See Section XXI of the Offering Plan.

44. All Residential Unit Owners must notify the Board of Managers or the Managing Agent (if any) in writing when a Child or Children under the age of eleven (11) years lives or resides (even temporarily) in the Residential Unit. Each Residential Unit Owner shall install, at the Residential Unit Owner's expense, any required Window Guards in all windows of the Residential Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers or Managing Agent (if any). See Section XXI of the Offering Plan.

45. Each Residential Unit Owner and their Residential Unit will be subject to an easement of ingress and egress in, over and through any hallway that may be part of their Residential Unit to any other Residential Unit Owner, tenant, resident, or other persons needing ingress or egress to their respective Residential Unit that may be necessary for said purpose. See Section XXI of the Offering Plan.

46. Purchasers should note that that the reserve fund line item in the budget plus annual budgeted amounts for the Reserve Fund may not be adequate to provide for needed capital expenditures within five (5) years following the first Closing of title to a

Residential Unit. If additional funds are required over and above said funds, it may be necessary to increase the Common Charges payable by the Residential Unit Owners, collect a Special Assessment from each Residential Unit Owner or borrow money for the capital expenditures. See Section XXV of the Offering Plan.

47. No Residential Unit may be used as a youth hostel, Airbnb, bed and breakfast and/or for any other transient purposes. See Section XXI and Article XI of the By-Laws.

48. Purchasers should note that in June of 2023, the New York State Legislature passed legislation extending property tax abatements for homeowners in New York City cooperatives and condominiums through July 31, 2027 at the rate of 17.5% with buildings with average assessments greater than $60,000 per unit and a greater percentage for buildings with a lesser average per unit. Assuming the post construction assessed value is set as estimated in the tax opinion letter in Section XXIV, the abatement for eligible unit owners would be set at 17.5% of the annual taxes. A unit owner must acquire title by January 5 and an application must be timely filed with the New York City Department of Finance to be possibly eligible for the abatement for the immediately successive tax year. The law makes additional changes from the original abatement law which will eliminate such abatement benefits for units which are not the primary residence of the owner. The law further limits the benefits to a Unit Owner to a maximum of three units in the building, one of which must be the primary residence of the unit owner. Units owned by limited liability companies and corporations are not eligible. In September of 2021 an amendment was enacted to the existing condo abatement law which would require certain buildings to pay a prevailing wage to all building service workers in order to be eligible for this condo abatement then. It is unknown at this time if the unit owners will have acquired their ownership interests at a point in time by which they will be eligible to apply for this abatement or if this law will be reenacted. The residential unit owners will not qualify for the abatement unless a prevailing wage is paid to all service workers who are employed at the property for 8 hours or more per week. The building must file an affidavit prepared by the Department of Finance stating whether or not they are eligible for this condo abatement. Therefore, in predicting the taxes on this building this tax abatement benefit has not been taken into consideration. Unit owners are advised to be aware of various filing deadlines that may be included in the renewed law as well as possible changes in the level of abatement and eligibility.

Purchasers are further cautioned that it is likely that there may not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective.

See Footnote 5 to Schedule A in Schedule V of the Offering Plan, Section XXII of the Offering Plan and the Opinion of Tax contained in Section XXIV of the Offering Plan.

49. Purchasers should note that pursuant to the Federal Tax Cuts and Jobs Act of 2017 (the “Tax Act”), which went into effect on January 1, 2018, the maximum mortgage in which an individual can deduct the interest on is $750,000. In addition, the Act placed a maximum of $10,000 on the amount an individual can deduct for the combined amount of real estate taxes and State income taxes. Purchasers are advised to seek the advice

of their tax consultant to ascertain the income tax ramifications to the Purchaser pursuant to the Tax Cuts and Jobs Act of 2017. See Section XXIII of the Offering Plan.

50. Each Residential Unit Owner can sell their Residential Unit to whomever they desire subject to the Board of Managers' Right of First Refusal. Residential Unit Owners may lease their Residential Units subject to the conditions contained in Section XXI of the Offering Plan which includes the Right of First Refusal by the Board of Managers.

51. The Sponsor will not enter into interim leases or rent with Purchasers for Residential Units prior to Consummation of the Offering Plan. In no event shall Purchaser take possession of the Residential Unit prior to such time, nor shall Purchaser enter the Residential Unit or have the Residential Unit Owner's contractors or agents enter the Residential Unit to perform work prior to Closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the funds being held in escrow as to a maximum of ten (10%) percent of the sales price. Subsequent to the Consummation of the Offering Plan, the Sponsor has the right to enter into an Interim Lease at any time with a Purchaser who simultaneously enters into a Purchase Agreement for a Residential Unit in the Condominium. In such an event, a Purchaser's uncured default under the Interim Lease may, in the Sponsor's sole discretion, be deemed a material Event of Default under the Purchase Agreement that is executed simultaneously therewith by such Purchaser. Pursuant to the terms of the Purchase Agreement, the existence of an uncured Event of Default by Purchaser will give Sponsor the right, at Sponsor's option, to deem the Purchase Agreement canceled and to retain, as and for liquidated damages, all sums paid by Purchaser to Sponsor on account of the Purchase Price. See Section XII of the Offering Plan.

52. Purchasers should note that if only the Residential Unit(s) and/or the Limited Common Elements are damaged or destroyed by fire or other casualty or taken in a Taking and the insurance proceeds or condemnation awards are not sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus will be borne or shared entirely by all the Residential Unit Owners in proportion to their respective Common Interest in the Buildings. See Section XX of the Offering Plan.

53. Purchasers should note that pursuant to the Administrative Code of the City of New York (the "Administrative Code") Section 27-052, et. seq. in the event a Building has 9 or more rental units (1) the owners perform the janitorial services on their own (2) a full-time superintendent who resides in the building or within 200 feet of the building; or (3) a janitorial service approved by the Department of Buildings available 24 hours per day. Purchasers and Residential Unit Owners should note that this provision of the Administrative Code is applicable to rental buildings only. In addition pursuant to a New York Court the statutory janitorial residency requirements do not apply to multiple dwellings whose owners personally reside in the premises and that in a Condominium the Board of Managers of the Condominium would qualify as a resident owner and therefore would meet the requirements of above (see Hatcher v. Bd. of Managers of 420 W. 23rd St. Condo., 2007 NY Slip Op 3750, 39 A.D.3d 436, 835 N.Y.S.2d 112 (App. Div.) and

Hatcher v. Bd. of Managers, 12 Misc.3d 78 at 80, 819 N.Y.S.2d 374 [2006]). The Condominium will use option 1 of Section 27-052 above. Individual Residential Unit Owners will be responsible for the following janitorial services: taking out household refuse for removal by the New York City Department of Sanitation and sweeping, vacuuming, mopping and/or dusting the Common Elements immediately in front of their Residential Unit. All other services of the Condominium will be contracted for and performed by independent contractors who are not employees of the Condominium on an as needed basis. In addition, the Managing Agent will provide a 24/7 call in line that will meet emergency situations. See footnotes to the Schedule B budget set forth in Section VI.

54. Purchasers should note that there are lot line windows on the North and South sides of the Building that are located on the property line above the existing four (4) story adjacent residential buildings.

The lot line windows do not provide legal light and air required for residential occupancy. The lot line windows provide supplementary light and air only. In the event the lot line windows require closing, all expenses associated with any replacement or modification of a lot line window will be the responsibility of the Residential Unit Owner if part of a Residential Unit or Individual Residential Unit's Limited Common Elements or the Condominium's responsibility if part of the General Common Elements. The Condominium shall approve all work and shall have the right to designate or approve the contractor doing the work. Under the applicable building code, lot line windows must meet certain requirements. All lot line windows will be built in full compliance with all applicable building codes and other regulations, and all the Residential Units meet the light and ventilation requirements without taking those windows into account. See Section III and the Description of Building in Schedule G of the Offering Plan.

55. The Condominium is located within the Special Transit Land Use District of the City of New York pursuant to Section 11-12 of the Zoning Resolution of the City of New York (the "Zoning Resolution"). The New York City Transit Authority (the "Authority") operates the New York City Transit System and will operate the proposed Second Avenue Subway line, including the proposed 34th Street Station to be built in the bed of Second Avenue. Pursuant to Chapter 5 of Article IX of the Zoning Resolution any new developments involving ground level constructions within the Special Transit Land Use District is required to provide a transit easement volume on the zoning lot for subway related use and public access to the subway mezzanine or station when required pursuant to the provisions of Section 95-04 of the Zoning Resolution. Subject to said obligation a certain Easement Volume Agreement (the "Easement Volume Agreement") by and between the Sponsor and the Authority dated as of February 8, 2021, was recorded in the New York City Register's Office as Document ID:2021030401415001. The purpose of the Easement Volume Agreement is to permit the Authority to utilize space that is part of the Condominium (referred to as the "Premises" in the Easement Volume Agreement) for the aforementioned purposes, i.e., subway related use and public access to the subway mezzanine or station. Pursuant to the provisions of the Easement Volume Agreement the following shall be applicable during any time that any portion of the Premises is subject, pursuant to applicable law (including the provisions of Article 9-B of the New York Real Property Law), to a condominium regime:

(i) The creation of the condominium regime will not, and will not be deemed to, effect a release of any portion of the Premises as defined in the Easement Volume Agreement or any Easements granted thereunder;

(ii) Prior to the Possession Date, the Easement Volume extends over and shall be designated as a limited common element of the one (1) Commercial Unit in the Condominium (the "Commercial Unit") for use by the owner of the Commercial Unit (subject to the rights of entry and inspection and any other right of use or occupancy possessed by the Authority or the Owner under the Easement Volume Agreement or applicable law prior to the Possession Date). Upon the Possession Date the Easement Volume shall automatically convert to a General Common Element, and shall be so denominated by the declaration establishing the condominium regime (including the by-laws to be attached thereto) executed and recorded in accordance with the provisions of applicable law, as the same may be amended from time to time (the "Condominium Declaration); it being understood, however, that the failure to so denominate any Easement Volume in the Condominium Declaration will not impair, change or affect its designation as set forth in Section B of Article Twenty-Seventh of the Easement Volume Agreement. Promptly following delivery of the Possession Notice, as defined in the Easement Volume Agreement, the Board of Managers and Unit Owners shall (or shall cause to be recorded) a notice and amendment to the Condominium Declaration (and by-laws as required by law or the Authority) further documenting and memorializing the change in status of the Easement Volume from a Limited Common Element of the Commercial Unit to a General Common Element. In the event that, after the Possession Date, the Easements are abandoned by the Authority and/or City as set forth in Article Ninth of the Easement Volume Agreement, the Easement Volume may revert to a Limited Common Element of the Commercial Unit. **Purchasers should note that at such time as Easement Volume is designated as a General Common Element, any costs associated with said area that are not the obligation of the Authority will become a cost of all the Unit Owners as a General Common Expense of the Condominium. Although the Sponsor cannot speculate as to when or if the Possession Date will take place, Purchasers can expect that certain costs of the Condominium, including the utility and insurance costs would be increased if the MTA exercises its options under the Volume Easement Agreement. In view of the fact the square footage of the overall Condominium impacted by the Easement Volume is less than 5% of the overall Building any increase in the budget would be expected to be minimal. Notwithstanding, Sponsor cannot guarantee the amount, if any, of such increase due to whether or not the MTA will exercise its rights under the Easement Volume Agreement and if so when the Possession Date will occur.**

(iii) The Condominium Declaration is subject and subordinate to the Easement Volume Agreement, as it may be modified or amended.

(iv) Anything contained in Article Twenty-Seventh of the Easement Volume Agreement to the contrary notwithstanding and even though prior to the Possession Date of the Easement Volume is a Limited Common Element of the Commercial Unit, prior

to, upon and following the Possession Date, the owners of the Units of the Condominium (including, but not limited to, the owner of the Commercial Unit) (the "Units" and such owners, the "Unit Owners") and the Board of Managers or governing body (the "Condominium Board") of the Condominium established by the Condominium Declaration and By-Laws, will be considered (and will be deemed to be) the Owners under the Easement Volume Agreement and to have assumed, and to be a successor to and assignee of, the rights and obligations of the Owners who executed the Easement Volume Agreement (the "Owner Obligations"), subject, however, to the limitations specifically set forth in Article Nineteenth of the Easement Volume Agreement and Article Twenty-Seventh of the Easement Volume Agreement. At all times all of the Unit Owners and Condominium Board (and not just the owner of the Commercial Unit) are responsible for the Owner Obligations and the Authority and the City may seek enforcement and remedies in connection with the failed performance of the Owner Obligations against each and every Unit Owner as set forth in Article Twenty-Seventh of the Easement Volume Agreement.

(v) The Condominium Board will be (and will be deemed to be) fully authorized to act on behalf of, and as agent for, all of the Unit Owners for all purposes of the Easement Volume Agreement. Without limiting the generality of the foregoing, and to the extent permitted by law, the Condominium Board will have the power and authority on behalf of the Condominium and the Unit Owners, to:

(a) perform the Owner Obligations, without seeking the consent of the Unit Owners, the holder of any lien on a Unit and/or the holders of any leasehold or possessory interest in a Unit (the "Unit Interested Parties");

(b) perform the obligations imposed on the Condominium Board under the provisions in Article Twenty-Seventh of the Easement Volume Agreement without seeking the consent of Unit Interested Parties;

(c) enter into amendments of the Easement Volume Agreement on behalf of all Unit Interested Parties without the need to have any such Unit Interested Party consent to or join in such amendments; and

(d) exercise the rights and remedies of the Owners under the Easement Volume Agreement.

(vi) The Condominium Board shall assess the Units as and when necessary to obtain funds sufficient to satisfy and perform the Owner Obligations ("Owner Obligation Assessment"). Each Unit Owner shall be responsible to fund in a timely manner its Units Assessment Share (as hereinafter defined) of the total Owner Obligation Assessment. As used herein, "Unit Assessment Share" means with respect to any Unit, such Unit's Percentage of Common Interest in the Condominium common elements as set forth in Schedule B of the Condominium Declaration, with the total of all Unit Assessment Shares for all Units to equal one hundred percent (100%). No Owner Obligation Assessments may be forgiven, waived, conditioned or delayed by the Condominium Board and the Condominium Board shall take all reasonable measures as may be required in order to collect such unpaid Owner

Obligation Assessment, including, the institution of any suit, action or proceeding to collect same and/or to foreclose the Unit Owner Lien (as hereinafter defined) against the Unit which is subject to such unpaid Owner Obligation Assessment. The Condominium Declaration (and any amendments thereto) may not create a special Unit Assessment Share for the Owner Obligations or otherwise allocate Unit Assessment Shares for purposes of the Owner Obligation Assessment in any way that differs from the percentages and interests allocated among the Unit Owners for the Common Charges and general maintenance of the Condominium overall.

(vii) The Owner Obligation Assessment shall be an obligation of the Unit Owner of the Unit against which such Owner Obligation Assessment is made, as well as a charge on the Unit and a continuing lien in favor of the Condominium Board upon the Unit (the "Unit Owner Lien"). Such Unit Owner Lien shall be (to the extent, but only to the extent, required by law) subordinate to the lien of any prior recorded mortgage on such Unit given to a bank or other institutional lender, and the Condominium Declaration.

(viii) The holder of a mortgage or other lien encumbering a Unit or any interest therein shall not be liable for the payment of the Owner Obligation Assessment on such Unit, unless and until such mortgagee succeeds to the ownership of the Unit or any interest therein by foreclosure of the lien or mortgage, or acceptance of a deed or other transfer in lieu of foreclosure, or otherwise.

(ix) The Authority shall be deemed a third-party beneficiary of the Condominium Board's rights and obligations to levy and enforce the Owner Obligation Assessment on the Unit Owners and to impose and enforce the Unit Owners Lien.

(x) In the event that the Condominium Board fails to perform its obligations under the Easement Volume Agreement or any required provisions of the Easement Volume Agreement with respect to any Owner Obligation Assessment, the Authority shall be entitled, at its election, to make demand on and to exercise all rights and remedies (including enforcement proceedings and foreclosure actions) against the Unit Owners and their Units with respect to their respective Unit Assessment Shares of such Owner Obligation Assessment. In connection with any enforcement demand, the Authority shall be entitled to obtain from the Condominium Board the names and last known addresses of all of the Unit Owners. No Unit Owner shall be liable for payment of more than its Unit Assessment Share of any Owner Obligation Assessment, and any Unit Owner which has duly paid its Unit Assessment Share of any Owner Obligation Assessment to the Condominium Board shall not be obligated to pay any duplicative amount to the Authority.

Sponsor has not been advised and makes no guarantee or representation as to whether the Authority will exercise its rights under the Easement Volume Agreement or if the Authority does exercise its rights under the Easement Volume Agreement, when the Authority would exercise said rights. PURCHASERS ARE ADVISED TO REVIEW THE COMPLETE VOLUME EASEMENT AGREEMENT THAT IS CONTAINED IN PART II OF THE OFFERING PLAN AS SCHEDULE N. See Section IV of the Offering Plan.

56. Purchasers should note that sustainable roofing is not provided on the roof as per NYC Buildings Bulletin 2019-010 under exemption #2 and #5 for the roof usage of passive recreational activities and mechanical equipment. Purchasers should further note that the main roof and roof terraces will be provided with control-flow type cast iron roof drains and associated over-flow drains, 3" and 4" as per approved DOB plumbing drawings. The main roof, courtyard roof over cellar and roof terraces drains are provided on the 1st, 2nd, 5th, 6th, 11th, 15th and 16th construction floors.

Some of the balconies will be provided without control-flow type cast iron roof drains, 3" as per approved DOB plumbing drawings. Balcony drains are provided on the 3rd, 12th, 13th, 14th, 16th, 17th and 18th construction floors. The owner of each Residential Unit in which the private terrace or balcony is an Individual Residential Unit's Limited Common Element private terrace and/or balcony with roof drain shall be responsible for keeping the drain clear and unobstructed at all times. All common roof terraces, private terraces, and balconies surfaces are protected with roof membrane to prevent any leak or potential damage to the unit below. See the Description of Property Report in Part II of the Offering Plan.

609 2ND AVENUE CONDOMINIUM

PLAN OF CONDOMINIUM OWNERSHIP

I. INTRODUCTION

This is an Offering Plan (the "Plan") for the sale of sixty-five (65) Residential Units ("Residential Units") in a Condominium to be known as 609 2nd Avenue Condominium. The Building also includes one (1) Commercial Unit which is not being offered for sale and will initially be retained by the Sponsor. The Condominium will also contain five (5) Storage Spaces ("Storage Spaces") which are being offered to Residential Unit Purchasers subject to license agreements ("License Agreements"). The Building will be located at 609 2nd Avenue, New York City, New York 10016. See Schedule G in Part II of the Plan for a detailed description of the Condominium. The Residential Units and Commercial Unit are collectively referred to as the "Units" unless otherwise stated.

The purpose of the Plan is to set forth all material terms of the offer for the benefit of Prospective Purchasers.

The property that the Condominium is being constructed on is owned by Flat LG LLC, Elem 340 LLC and RC Flatbush LLC as Tenants in Common, each with an address at 1481 47th Street, Brooklyn, New York 11219. Said entities will be the Co-Sponsors of the offer of Residential Units in the proposed Condominium that is the subject of this Offering Plan to be known as 609 2nd Avenue Condominium. The Co-Sponsors shall have joint responsibility for all representations contained in this Offering Plan. Reference in the Offering Plan to Sponsor shall mean and refer to Co-Sponsors unless otherwise indicated.

The Plan may be amended at any time and from time to time provided that the amendment is duly filed with the Department of Law of the State of New York and is served on Purchasers and Unit Owners.

A Declaration submitting the property to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") and By-Laws will be recorded prior to conveyance of title to the first Unit by the Sponsor. The property will be subject to the Condominium Act. The Declaration and By-Laws will be substantially similar to those set forth in this Offering Plan and will not be changed so as to adversely affect the Purchaser. This Offering Plan and the accompanying documentation should be carefully studied by Prospective Purchasers and their attorneys prior to the purchase of a Unit.

The Condominium, as proposed, will contain eighteen (18) stories.

The Condominium includes five (5) Storage Spaces that are being offered to Purchasers of a Residential Unit subject to a License Agreement between the Residential Unit Owner as the Licensee and the Board of Managers as the Licensor. Storage Spaces may only be utilized for storage of normal household items and pursuant to the provisions of the Declaration of Condominium and By-Laws of the Condominium and any Rules and

Regulations regarding the Storage Spaces. All structural repairs of the Storage Spaces and all repairs and maintenance of the Storage Space Areas shall be the responsibility of the Condominium as a Common Expense, subject to the provisions of Article XII of the Condominium By-Laws. All general maintenance and repairs of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space. Each Residential Unit Owner who has entered into a License Agreement for a Storage Space will be required to pay a monthly License Fee to the Condominium to cover the costs associated solely with the Storage Spaces as determined by the Board of Managers. The Board of Managers shall have the right to increase or decrease said amount as required for the costs associated solely with services applicable to the Storage Spaces and Storage Space Area. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated solely with the Storage Space and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space as reflected in Schedule A-1 and the overall square footage of all the Storage Spaces. As long as the Sponsor retains at least one (1) Storage Space in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent increase the License Fees applicable to the Storage Spaces more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in costs associated solely for the Storage Spaces and/or Storage Area evidencing the need for an increase greater than ten (10%) percent. Said License Fees associated with the Storage Spaces shall be in addition to the Common Charges and any Special Assessments charged to any Residential Unit Owner. All Storage Space Licensees, including Sponsor, shall be responsible for: the payment of the License Fees, and/or Special Assessments imposed by the Condominium Board of Managers related to the Storage Spaces and/or Storage Space Area and any additional costs associated with the Storage Spaces and/or Storage Area reflected in the License Agreement. The Sponsor shall be authorized to execute all initial License Agreements for a Storage Space subject to the Declaration of Condominium, for any Storage Spaces entered into with a Residential Unit Owner, and to receive the proceeds of such License Agreement ("Storage Space License Expense"). A designated member of the Board of the Managers of the Condominium shall be authorized and required to execute the License Agreement on behalf of the Condominium as the Licensor of the License Agreement. In the event there are Storage Spaces that have not been Licensed to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to assign the rights pursuant to a License Agreement for any non-licensed Storage Space to the Board of Managers of the Condominium, subject to the Storage Space License Expense. Sponsor shall be obligated to pay the applicable License Fee to the Condominium for such Storage Spaces that are not subject to a License Agreement or assigned to the Board of Managers. In addition, all Purchasers who enter into a Purchase Agreement for a Residential Unit and are simultaneously entering into a License Agreement for a Storage Space will be required to pay ten (10%) percent of the Storage Space License Expense as an initial deposit ("Deposit"). The Deposit will be held in escrow according to the terms contained in Section XIII of the Plan. The balance of the License Expense is due at closing from each Purchaser. Sponsor reserves the right to retain such ten (10%) percent downpayment deposit in the event of Purchaser's default under the Purchase Agreement or the License Agreement.

Due to the fact that only Residential Unit Owners may enter into License Agreements for the Storage Spaces in the Condominium which are able to be licensed, Purchasers who do not ultimately close title to their Residential Unit for any reason may not enter into separate License Agreements for a Storage Space without closing on their Residential Unit. See Section XIII of the Plan and the Condominium By-Laws set forth as Schedule J in Part II of the Plan.

The Commercial Unit will have separate entrances. The Commercial Unit Owner, its tenants, clients, customers and/or employees will not be permitted to utilize any portion of the Residential Units or General Residential Units' Limited Common Elements or Individual Residential Unit's Limited Common Elements, including but not limited to the Residential Lobby.

The Commercial Unit may be used for any lawful purposes permitted pursuant to applicable zoning. The Residential Unit Owners will not have any control over the uses or types of operation of a Commercial Unit. The use of a Commercial Unit may generate noise, traffic or other annoyances over which the Residential Unit Owners will have no control. The Commercial Unit will share in the cost of Common Expenses of the overall Condominium based upon their allocable Percentage of Common Interest as reflected in Schedule A.

The Condominium is located within the Special Transit Land Use District of the City of New York pursuant to Section 11-12 of the Zoning Resolution of the City of New York (the "Zoning Resolution"). The New York City Transit Authority (the "Authority") operates the New York City Transit System and will operate the proposed Second Avenue Subway line, including the proposed 34th Street Station to be built in the bed of Second Avenue. Pursuant to Chapter 5 of Article IX of the Zoning Resolution any new developments involving ground level constructions within the Special Transit Land Use District is required to provide a transit easement volume on the zoning lot for subway related use and public access to the subway mezzanine or station when required pursuant to the provisions of Section 95-04 of the Zoning Resolution. Subject to said obligation a certain Easement Volume Agreement (the "Easement Volume Agreement") by and between the Sponsor and the Authority dated as of February 8, 2021, was recorded in the New York City Register's Office as Document ID:2021030401415001. The purpose of the Easement Volume Agreement is to permit the Authority to utilize space that is part of the Condominium (referred to as the "Premises" in the Easement Volume Agreement) for the aforementioned purposes, i.e., subway related use and public access to the subway mezzanine or station. Sponsor has not been advised and makes no guarantee or representation as to whether the Authority will exercise its rights under the Easement Volume Agreement or if the Authority does exercise its rights under the Easement Volume Agreement when the Authority would exercise said rights. PURCHASERS ARE ADVISED TO REVIEW THE COMPLETE VOLUME EASEMENT AGREEMENT THAT IS CONTAINED IN PART II OF THE OFFERING PLAN AS EXHIBIT N. See Special Risk No. 55 and Section IV of the Offering Plan.

The purpose of the Plan is to set forth all the terms of the offer for the benefit of Prospective Purchasers.

All portions of the Condominium, excluding the Units, are Common Elements of the Condominium. The Common Elements of the Condominium are described as follows:

1. General Common Elements – General Common Elements are those shared by all Unit Owners and include all portions of the Condominium except for the individual Units, the General Residential Units' Limited Common Elements, the Individual Residential Unit's Limited Common Elements, and the Commercial Unit's Limited Common Elements Limited Common Elements (irrevocably restricted in use to specified Units or Unit Owners) and include without limitation the following:

a. The land on which the Condominium is erected and all other land within the boundaries of the Property;

b. All portions of the roof, including gutters and leaders, roof drains, parapets, copings and bulkheads, that are not restricted in use to a specific Unit or Units and intended for the common use and service of both the Residential Area and Commercial Area of the Building;

c. The exterior façade and walls of the Building;

d. All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Unit and any interior load bearing walls that are not part of a Unit and are for the common use and service of both the Residential and Commercial Areas of the Building;

e. Stairs, stairways, common hallways which are not located wholly within a Unit and entrances and exits to and from the Condominium other than entrances to the individual Units which are intended for the common use and service of the entire Building;

f. All improved and unimproved areas of the Condominium located outside the boundaries of a Unit intended for the common use and service of both the Residential and Commercial Areas of the Condominium;

g. All central and appurtenant installations for services such as power, light, telephone, television, cable, gas, hot and cold water and heat (including all boilers, pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces intended for common use and service of both the Residential and Commercial Areas of the Building;

h. All drainage systems, sewer equipment, sewers and/or storm sewer systems, sewer ejector pump, pipes, building drains, drywells, or detention tanks or facilities (including vent lines, ejectors, interceptors, filters and valves) downspouts, and roof drainage systems intended for the common use and that service both the Residential and Commercial Areas of the Building;

i. All mechanical equipment, mechanical equipment rooms, ventilation system, compactor, refuse rooms, utility meters, storage areas, if applicable, intended for the common use and service both the Residential and Commercial Areas of the Building;

j. The fire protection system including standpipes/combined standpipe sprinkler risers, fire hose valve, sprinkler heads and Siamese connections that service both the Residential and Commercial Areas of the Building;

k. All telephone and cable rooms, meter rooms, equipment rooms, elevator rooms, trash rooms, water service rooms, fire pump rooms and any other mechanical rooms or areas intended for the common use and service both the Residential and Commercial Areas of the Building;

l. All tanks, pumps, motors, fans, compressors, elevator equipment and control equipment intended for the common use and service both the Residential and Commercial Areas of the Building;

m. Any heating, cooling, ventilation or other mechanical system located in the Common Elements intended for the common use and service of both the Residential and Commercial Areas of the Condominium;

n. All electrical risers, feeders, lines and equipment, including incoming services, main switchgear and distribution panelboards, conduits, wires, meters and transformers for the common use and service of both the Residential and Commercial Areas of the Condominium;

o. Any sprinkler system located in the Common Elements and intended for the common use and service both the Residential and Commercial Areas of the Building;

p. Any elevator, elevator cab and all mechanical equipment servicing an elevator intended for the common use and service of both the Residential and Commercial Areas of the Building;

q. Any plantings and landscaping intended for the common use of the Condominium;

r. Any pedestrian walkways and ramps intended for the common use and service of the entire Condominium;

s. Any fences and gates located on the Property intended for the common use of the entire Condominium;

t. All flues, chimneys and vent caps for the common use and service of the entire Building;

u. Any intercom system and security cameras intended for the common use and service of the entire Building;

v. The area that is the subject of the Easement Volume subsequent to the Possession Date as requested by the Easement Volume Agreement. Upon the Possession Date the Easement Volume shall automatically convert to a General Common Element of the Condominium.

w. All other parts of the Condominium, Building and all apparatus and installations existing in the Building or Property for common use or necessary or convenient to the existence, maintenance or safety of the entire Condominium.

2. Irrevocably Restricted Areas/Limited Common Elements – Certain portions of the Common Elements are irrevocably restricted in use to specified Units or Unit Owners subject to the right of the Board of Managers of the Condominium to enter upon any restricted area for maintenance, repair or improvement of a Unit, including Storage Spaces, or the Common Elements and subject to the Rules and Regulations of the Board of Managers (see By-Laws, Article VIII). Said irrevocably restricted Common Elements are also referred to as a Limited Common Element. Any portion of the Common Elements which is not restricted in use may be used by any Unit Owner. Following are descriptions of the irrevocably restricted Limited Common Elements:

A. General Residential Units' Limited Common Elements - General Residential Units' Limited Common Elements are those shared by all Residential Unit Owners and include all portions of the Residential Area of the Condominium except for the individual Residential Units and the Individual Residential Unit's Limited Common Elements (irrevocably restricted in use to a specified Residential Unit(s) or Residential Unit Owner(s). Unless otherwise provided the following in the Building are for the exclusive use of the Residential Unit Owners, their families, occupants, residents, and tenants. Reference to Residential Area in the following list of the General Residential Units' Limited Common Elements excludes any portion of said area that is an Individual Residential Unit's Limited Common Element. The General Residential Units' Limited Common Elements include without limitation the following:

a. Any portion of the roof, including gutters and leaders, roof drains, parapets, copings and bulkheads, ladders that are for the exclusive use of the Residential Unit Owners of the Condominium, except for any portion of the roof that is an Individual Residential Unit's Limited Common Element;

b. All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Unit and any interior load bearing walls that are not part of a Unit and that are for the exclusive use of the Residential Units of the Condominium;

c. All parts of the exterior walls and facades that are for the exclusive use of the Residential Area of the Condominium;

d. Stairs, stairways, common hallways which are not located wholly within a Unit and entrances and exits to and from the Condominium other than entrances to the individual Units which are for the exclusive use of the Residential Area or Residential Units of the Building;

e. All improved and unimproved areas of the Condominium located outside the boundaries of the Units that are for the exclusive use of the Residential Area or Residential Units of the Condominium;

f. All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, cable, gas, hot and cold water and heat (including all boilers, pipes, cooling towers, condensers, electric and hot water cabinet unit heaters, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces that are for the exclusive use of the Residential Area or two (2) or more Residential Units in the Condominium;

g. All drainage systems, sewer equipment, sewers and/or storm sewer systems, sewer ejector pump, pipes, building drains, drywells, or detention tanks or facilities (including vent lines, ejectors, interceptors, filters and valves) downspouts, and roof drainage systems intended for the exclusive use of the Residential Units of the Condominium;

h. All mechanical equipment, equipment rooms, machine rooms, telephone and cable rooms, meter rooms, utility meters, storage areas and any other mechanical rooms or areas, if applicable, that are for the exclusive use of the Residential Units of the Condominium;

i. Any heating, cooling or other mechanical system located in the Common Elements that are for the exclusive use of the Residential Area or two (2) or more Residential Units of the Condominium;

j. All electrical risers, feeders, lines and equipment, including incoming services, main switchgear and distribution panelboards, conduits, wires, meters, and transformers for the exclusive use and service of the Residential Area or Residential Units of the Condominium;

k. All lighting and lighting fixtures intended for the exclusive use and service of the Residential Area or Residential Units of the Condominium;

l. All tanks, pumps, motors, fans, compressors, cooling towers, condensers and control equipment that are for the exclusive use of

the Residential Area or two (2) or more Residential Units of the Condominium;

m. Any intercom system and security cameras that is for the exclusive use of the Residential Units;

n. The elevators, elevator cabs and elevator machine room that are for the exclusive use of the Residential Area or Residential Units of the Condominium;

o. The fire protection system including standpipes/combined standpipe sprinkler risers, fire hose valve, sprinkler heads and Siamese connections that are for the exclusive use of the Residential Area or Residential Units of the Condominium;

p. Any sprinkler system located in the Common Elements that are for the exclusive use of the Residential Area or Residential Units of the Condominium;

q. Any compactor and trash chutes that are for the exclusive use of the Residential Area or Residential Units of the Condominium;

r. The following amenities

(a) The Residential Exercise room located on the cellar floor.
(b) The Residential Lounge located on the cellar floor.
(c) The Residential Exercise room located on the 4th floor.
(d) The Residential Courtyard including any landscaping, and fencing located on the 1st floor.

s. The roof terrace, including any fencing, landscaping and equipment for the roof terrace, located on the main roof intended for the exclusive use of the residents of the Condominium;

t. The Bicycle Storage Room located on the cellar level intended for the exclusive use of the residents of the Condominium;

u. The Storage Space Area which includes the Storage Spaces which will be subject to a License Agreement that permits a Licensee the exclusive use of a Storage Space during the term of the License Agreement;

v. Any general storage area that is to be used by the Condominium for the storage of normal building items for the exclusive use of the Residential Area of the Condominium;

w. The mailboxes located in the lobby of the Building intended for the exclusive use of the Residential Units;

x. The Residential Lobby.

y. Refuse disposal chutes and refuse disposal room intended for the exclusive use of the Residential Units;

z. The mail and package rooms located on the 1st Floor of the Building for the exclusive use of the residents of the Condominium; and

aa. All other parts of the Residential Area of the Condominium and all apparatus and installations existing in the Residential Area of the Condominium or Property for common use or necessary or convenient exclusively to the existence, maintenance or safety of the Residential Area and/or Residential Unit Owners of the Condominium.

2. Individual Residential Unit's Limited Common Elements – Individual Residential Unit's Limited Common Elements are irrevocably restricted in use to a specific Residential Unit or specific Residential Units. Following are descriptions of irrevocably restricted Individual Residential Unit's Limited Common Elements:

a. Any balcony, terrace and/or private roof terrace that is appurtenant to a Residential Unit and is for the exclusive use of the Residential Unit Owner of the applicable Residential Unit;

b. Any equipment, landscaping, flooring, fencing located in or on a balcony, terrace and/or private roof terrace for the exclusive use of the Residential Unit Owner of the applicable Residential Unit;

c. Any hot water tank, boiler, air conditioning condenser, fireplace, heat pumps and any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in or on the Common Elements; and

d. All apparatus, installations, systems equipment and facilities in the Common Elements no matter how classified (including pipes, wire ducts, vents, cables, conduits and lines) will serve or benefit a Residential Unit exclusively.

3. Commercial Unit's Limited Common Elements - The following portions of the Common Elements shall be Limited Common Elements for the exclusive use of the owner of a Commercial Unit, if applicable and are herein sometimes collectively referred to as the "Commercial Unit's Limited Common Elements":

a. The entrances to and exits from a Commercial Unit;

b. The equipment and facilities exclusively serving only a Commercial Unit if located outside the Commercial Unit and all other apparatus, installations, systems equipment and facilities in the Condominium

(including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit a Commercial Unit exclusively;

c. Any portion of the roof, including any roof equipment, which will serve or benefit a Commercial Unit exclusively;

d. Any storage area located which will serve or benefit a Commercial Unit exclusively;

e. Stairs, stairways, hallways which service a Commercial Unit exclusively;

f. All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, gas, hot and cold water and heat (including all pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces that will serve or benefit a Commercial Unit exclusively;

g. All drainage systems, sewer and/or storm sewer pipes, drywells or detention tanks and facilities, if applicable, that will serve or benefit a Commercial Unit exclusively;

h. All mechanical equipment, utility meters, storage areas, if applicable, that serve or benefit a Commercial Unit exclusively;

i. Any heating, cooling or other mechanical system located in the Common Elements serve or benefit a Commercial Unit exclusively;

j. Any intercom system that serves or benefits a Commercial Unit exclusively;

k. All telephone and cable rooms, meter rooms, compactor rooms, refuse/recycle rooms, equipment rooms and any other mechanical rooms or areas that serve or benefit a Commercial Unit exclusively;

l. The area that is the subject of the Easement Volume prior to the Possession Date prior to the Possession Date as per the Easement Volume Agreement. Upon the Possession Date the Easement Volume shall automatically convert to a General Common Element of the Condominium.

m. All other parts of the Condominium and all apparatus and installations existing in the Condominium for the exclusive use of a Commercial Unit.

C. Provisions Applicable to All Common Elements

a. The Common Elements shall remain undivided, and no Unit Owner shall bring any action for partition or division unless otherwise provided by law.

b. The Common Elements are not subject to partition nor are they severable from the Units except in accordance with the Real Property Law.

c. The Percentage of Common Interest in the Common Elements established herein shall not be changed except with the consent of all of the Unit Owners affected expressed in a duly recorded amendment to the Declaration.

d. The Percentage of Common Interest in the Common Elements shall not be separated from the Units to which it appertains and shall be deemed conveyed or encumbered with the Units even though such interest is not expressly mentioned or described in the conveyance or other instrument.

The Common Expenses associated with the Condominium and General Common Elements that are the obligation of the Condominium to repair maintain and replace, as necessary and other costs designated as a General Condominium obligation or General Common Expense shall be paid for by all Unit Owners based upon their Percentage of Common Interest in the Condominium as reflected in Schedule A of the Offering Plan except as provided in Section 339-m of the Real Property Law. The Residential Units shall pay all costs applicable to the Residential Area, General Residential Units' General Limited Common Elements, any Individual Residential Unit's Limited Common Elements expenses that have been delegated to the Condominium and any other Common Expenses that solely benefit the Residential Units based upon their Residential Unit's Residential Interest as reflected in Schedule A. Although, Common Charges are generally levied in proportion to each Unit's Percentage of Common Interest in the Common Elements Section 339-m of The Real Property Law of the State of New York permits the Board of Managers to make allocations and assessments of Common Charges to the General Common Elements, General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Element that is the Condominium's obligation to repair and maintain, in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In the event of any dispute relating to the expenses to be borne by a Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XIII of the By-Laws.

The individual costs associated with a Residential Unit's Individual Limited Common Elements that are not a Condominium obligation and the Commercial Unit's Limited Common Elements shall be borne exclusively by the respective Residential Unit Owner and/or Commercial Unit Owner, except as otherwise provided in the Declaration and By-Laws. All repairs, maintenance and any replacement of any hot water tank, gas

boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Unit that is located in the Unit or is an Individual Residential Unit's Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Unit exclusively shall be the responsibility of the Condominium. The Unit Owner whose Unit benefits exclusively from such equipment, services, etc. shall reimburse the Board of Managers for all for all costs and expenses associated therewith.

The Sponsor, with this Offering Plan, is offering for sale the 65 Residential Units to be constructed on the approximately 8,031 square foot parcel constituting the Condominium. There are several basic model types of Units. See Schedule G for a detailed description of the Units. The land and all improvements to be erected thereon are hereinafter referred to as the "Condominium."

Sponsor will endeavor in good faith to market and sell the Residential Units in the Condominium; however, Sponsor is retaining the unconditional right to rent rather than sell the Residential Units. Because Sponsor is retaining the unconditional right to rent rather than sell the Residential Units, this Plan may result in the creation of a condominium in which a majority of the Residential Units are not owned by owner-occupants or investors unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare the plan effective (15% x 65 Residential Units = 10 Residential Units), and owner-occupants may never gain effective control and management of the Condominium. In the event Sponsor makes a bulk sale of all or some of its unsold Residential Units, the transferee successor Sponsor will be bound by Sponsor's representations regarding its commitment to sell Residential Units. A bulk sale consists of the transfer of ten (10) or more Units in the Condominium.

As of the date of the Offering Plan the Sponsor has obtained a loan that will enable the Sponsor to construct the Building. The loan is held by Ponce Bank, 2244 Westchester Avenue, Bronx, New York 10462 ("Sponsor Lender") and permits the Sponsor to market the Residential Units for sale subject to a release price at each closing. The Sponsor is obligated to pay off and otherwise comply with the terms of the loan on the entire Condominium and is required to release each Residential Unit from the loan at the time of Closing.

Sponsor retains the right to sublet a Commercial Unit as long as Sponsor owns the Commercial Unit.

As in the ownership of a private one (1) family home, the Purchaser of a Residential Unit in a Condominium (the "Residential Unit Owner") owns their Residential Unit in fee simple absolute and is entitled to exclusive possession of their Residential Unit. Each Purchaser of a Residential Unit will also own an undivided interest in and right to use the General Common Elements, General Residential Units' Limited Common Elements and a right to use the Individual Residential Unit's Limited Common Elements that pertain to

an individual Residential Unit. A full description of the General and applicable Limited Common Elements is described above.

Purchasers of a Residential Unit should refer to the floor plans in Schedule G-2 of Part II of the Plan for details of each type of Residential Unit. The approximate square foot area of each Residential Unit and Commercial Unit, is measured as follows: (a) Measured horizontally, the Unit area is measured from the exterior face of exterior walls adjacent to the Unit to the centerline of the demising wall between Units, corridors, elevators, and stairs. (b) Residential Unit (PH) area on 15th – 18th Floors will be the entire floor area without the common egress stair on each floor. (c) Measured vertically, the Units will consist of the volume from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above. (d) Common Elements which fall within the boundaries of the Unit are not deducted from the square foot area of the Unit but are not part of the Unit. As such, the areas are not based upon measurements from interior surfaces of interior walls, and the actual living area comprising the Residential Unit may be significantly less than the area listed in Schedule A. See Schedule A and the footnotes to Schedule A in Section V of the Offering Plan and Article Fourth of the Declaration of Condominium set forth as Schedule I in Part II of the Plan.

During the Sponsor Control Period, Sponsor shall have the right, in its sole and absolute discretion, to cause the Condominium Board to waive the collection of some or all of the Common Charges, as set forth in the Condominium's budget from Unit Owners provided, however, that Sponsor shall have the right to either (a) be solely responsible for the payment of all actual expenses to operate the Condominium (the "Waiver Period") if the Sponsor is paying all expenses; or (b) cause the Condominium Board to assess all Unit Owners, including the Sponsor for Unsold Units, their proportionate share of all actual operating expenses of the Condominium based on their respective Percentage of Common Interests or as otherwise set forth in the budget, including, but not limited to, insurance premiums and any reserve fund payments included in the budget (the "Reduced Service Period"). In connection with the Waiver Period or Reduced Service Period, (i) Sponsor will disclose the implementation and expiration date of such Waiver Period or Reduced Service Period in the amendment to the Plan that discloses the occurrence of the First Closing; (ii) Sponsor or the Managing Agent will notify Purchasers and Unit Owners of the expiration of the Waiver Period or Reduced Service Period at least 30 days prior to the expiration thereof, and (iii) Sponsor will disclose the expiration of the Waiver Period or Reduced Service Period in the next substantive amendment to the Plan. During any Waiver Period, Sponsor and/or Unit Owners will timely pay all actual expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments included in the budget. At such time as the Condominium Board commences the collection of Common Charges in accordance with the total proposed budget contained in Schedule B (the "Total Budget"), there will not be an assessment for any expense line item set forth in the budget, or maintenance fee that would have been due prior to the expiration of the Waiver Period or Reduced Service Period. Sponsor is not obligated to collect Common Charges based upon a Waiver Period or Reduced Service Period. The Condominium Board shall remain obligated to update the budget in accordance with the terms of the Offering Plan. Purchasers should note that, during any Waiver Period or Reduced Service Period, Unit Owners will remain responsible for (in

addition to their proportionate share of Operating Costs, if applicable) all individual Unit expenses, including without limitation (as applicable) real estate taxes on the Unit, mortgage payments under a loan 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. At Sponsor's option during the Sponsor Control Period, Sponsor can collect Common Charges based upon the total Common Charges reflected in the Total Budget provided in Schedule B of the Offering Plan. See Section XXI of the Offering Plan.

At such time as the Board of Managers commences the collection of Common Charges by either the Reduced Service Period or Full Budget, the Sponsor will be obligated to pay such Common Charges and Special Assessments as are assessed by the Board of Managers on the Units to which title has not passed. Upon the commencement of the collection of Common Charges and upon title to a Residential Unit being passed to a Purchaser, the Purchaser will be responsible for all Common Charges, Special Assessments and all individual expenses associated with the Residential Unit, including any costs associated with the Limited Common Elements that are the obligation of the Residential Unit Owner and that pertain to the Residential Unit Owner's Unit.

A Residential Unit Owner, upon acquiring title to their Residential Unit, will be obligated to comply with the Declaration of Condominium, Condominium By-Laws and its Rules and Regulations and any other requirements of the Board of Managers of the Condominium.

There is no restriction upon ownership of a Residential Unit. Occupancy of a Residential Unit, however, may only be for residential purposes as described in Section XX and XXI of the Offering Plan. The Board of Managers will have a Right of First Refusal on the sale or rental of a Residential Unit as provided in Section XX and XXI of the Offering Plan. Residential Units can be sold by a Residential Unit Owner, provided that the Residential Unit Owner is not in arrears on the payment of Common Charges (except where the payment of such unpaid Common Charges is paid by the Grantee or provided for out of the proceeds of the sale) and subject to restrictions contained in the mortgage, if any, covering their Residential Unit. A Purchaser is free to make a gift of their Residential Unit to anyone during their lifetime or to devise their Residential Unit by will, or to have it pass by intestacy without any restriction. No Residential Unit can be sold without a simultaneous sale of the undivided interest in the Limited Common Elements that pertain to the Residential Unit.

Each Residential Unit Owner can sell their Residential Unit to whomever they desire subject to the Board of Managers Right of First Refusal on the sale or rental of a Residential Unit as provided in Section XX and XXI of the Offering Plan, Residential Unit Owners may lease their Residential Units subject to the conditions contained in Section XXI of the Offering Plan and the Board of Managers Right of First Refusal.

The Commercial Unit Owner is not subject to the Board of Managers Right of First Refusal and the Commercial Unit Owners can sell or lease their Commercial Unit to whomever they desire subject to applicable New York City zoning requirements.

Sponsor does not wish to sell Residential Units to Purchasers who intend to purchase the Residential Unit as a short-term resale investment. As such the Purchase Agreement provides that if a Residential Unit is sold within eighteen (18) months from the Closing of Title to the Residential Unit, the Purchaser shall upon the sale of the Residential Unit pay Seller, at or before the resale closing, an amount equal to ten (10%) percent of any profits defined as the Gross Sales Price without deductions for Closing or other transaction costs less the original purchase price however such amount shall not be greater than the net proceeds of the sale of the Residential Unit, which would be the gross sales price, less amounts owed on a mortgage and all Closing Costs. This provision only applies to the initial Purchaser of a Residential Unit from Sponsor and not to subsequent resales and does not apply if the Residential Unit Owner or spouse dies within the eighteen (18) month period or if all the Residential Units have been titled by Sponsor before the eighteen (18) month period. In addition, it does not apply to any mortgagee who forecloses or accepts a deed in lieu of foreclosure for a default under a first mortgage.

The Residential Units can be purchased for all cash or may be purchased partly for cash and partly by mortgage. The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and the Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit as a result of Purchaser's inability to obtain a mortgage Purchaser will be deemed in default of the Purchase Agreement and after Sponsor complies with the required notices may, at its option, retain as liquidated damages all or any part of the monies paid on account of the Purchase Agreement.

A Residential Unit Owner may mortgage their Residential Unit at any time after they acquire title to the Residential Unit in whatever amount and under whatever terms they can obtain. Any Residential Unit Owner may also, upon the resale of their Residential Unit, grant a purchase money mortgage to the Purchaser of their Residential Unit. A Residential Unit Owner may mortgage their Residential Unit only if all arrears for Common Charges and/or Special Assessments, if any, are provided for at the closing of the mortgage.

Primary responsibility for operating the Condominium rests with the Board of Managers who are elected by the Unit Owners. See the By-Laws contained in Part II of the Offering Plan. For information concerning Sponsor's initial control of the Board of Managers, see Section XIX of the Offering Plan.

Each Residential Unit Owner, upon obtaining title, will automatically have one (1) vote at all meetings of Unit Owners for each of the Units owned by such Residential Unit Owner.

Each Unit will be taxed separately for real estate tax purposes and may be separately mortgaged. Therefore, no Unit Owner is liable for the payment of real estate taxes or mortgage payments on any other Unit. In the opinion of counsel, a Residential Unit Owner is presently entitled to deductions for federal income tax purposes for payments for state and city income taxes and real estate taxes applicable to their Residential Unit to a maximum of $10,000 as currently permitted by law under the Federal Tax Cuts and Jobs Act of 2017 (the "Tax Act"). In addition, provided the Residential Unit will be Purchaser's principal residence, a Residential Unit Owner may also deduct the interest on a mortgage, up to a maximum mortgage of $750,000, they procure to finance the purchase of their Residential Unit for income tax purposes pursuant to the Tax Act. The projected real estate taxes applicable to the Residential Units during the first year of operation contained in Schedule A are based on an assessment of the Building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. See footnote number 5 to Schedule A for more information regarding the projected assessed valuation after completion of construction and Section XXII of the Offering Plan and the Opinion of Counsel contained in Section XXIV of the Offering Plan. Purchasers are advised to seek the advice of their tax consultant to ascertain the income tax ramifications to the Purchaser pursuant to the Act.

Fire and liability insurance covering the General Common Elements and General Residential Units' Limited Common Elements are included with other items as part of Common Charges, but fire and liability insurance for the Purchaser's personal effects, the interior of the Unit and the Individual Residential Unit's Limited Common Elements for an Individual Residential Unit Owner's exclusive use should be carried by the individual Purchaser.

Common Charges for General Common Elements and General Common Expenses are levied in proportion to the Percentage of Common Interest in the "Common Elements" appurtenant to each Unit. The Residential Units shall pay all costs applicable to the Residential Area, General Residential Units' General Limited Common Elements, any Individual Residential Unit's Limited Common Elements expenses that have been delegated to the Condominium and any other Common Expenses that solely benefit the Residential Units based upon their Residential Unit's Residential Interest as reflected in Schedule A. However, as provided for in Section 339-m of The Real Property Law of the State of New York, the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements, General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Element that is the Condominium's obligation to repair and maintain, in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In the event of any dispute relating to the expenses to be borne by a Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XIII of the By-Laws. For possible increases in Common Charges upon default in payment by a Unit Owner see Section XXI of the Offering Plan. Each Residential Unit Owner is responsible for the cost of their own interior repairs and decoration in their Residential Unit after Closing.

The price of the Residential Units will include only the appliances and fixtures detailed in the Description of Property Report contained in Part II of the Plan. Installation and the cost of any upgraded appliances upgraded fixtures, or appliances or fixtures not provided is the sole responsibility of each Residential Unit Owner.

The offering prices for the Units are set forth in Schedule A. THESE PRICES HAVE BEEN SET BY THE SPONSOR ALONE AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

The Condominium is located within the Special Transit Land Use District of the City of New York pursuant to Section 11-12 of the Zoning Resolution of the City of New York (the "Zoning Resolution"). The New York City Transit Authority (the "Authority") operates the New York City Transit System and will operate the proposed Second Avenue Subway line, including the proposed 34th Street Station to be built in the bed of Second Avenue. Pursuant to Chapter 5 of Article IX of the Zoning Resolution any new developments involving ground level constructions within the Special Transit Land Use District is required to provide a transit easement volume on the zoning lot for subway related use and public access to the subway mezzanine or station when required pursuant to the provisions of Section 95-04 of the Zoning Resolution. Subject to said obligation a certain Easement Volume Agreement (the "Easement Volume Agreement") by and between the Sponsor and the Authority dated as of February 8, 2021, was recorded in the New York City Register's Office as Document ID:2021030401415001. The purpose of the Easement Volume Agreement is to permit the Authority to utilize space that is part of the Condominium (referred to as the "Premises" in the Easement Volume Agreement) for the aforementioned purposes, i.e., subway related use and public access to the subway mezzanine or station.

Sponsor has not been advised and makes no guarantee or representation as to whether the Authority will exercise its rights under the Easement Volume Agreement or if the Authority does exercise its rights under the Easement Volume Agreement when the Authority would exercise said rights. PURCHASERS ARE ADVISED TO REVIEW THE COMPLETE VOLUME EASEMENT AGREEMENT THAT IS CONTAINED IN PART II OF THE OFFERING PLAN AS SCHEDULE N.

This Offering Plan contains all of the material terms of this transaction. Parts I and II along with Parts A, B, C, and D of the Schedules submitted along with the Offering Plan together constitute the entire Offering Plan. Copies of the Plan and Parts A, B, C, and D of the Schedules will be available for inspection by Prospective Purchasers and their attorneys without charge and for copying at a reasonable charge at the Condominium site whenever the on-site sales office is open, at the office of the Sponsor or any Selling Agent engaged by Sponsor and at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, NY 10005.

There are no restrictions on who may purchase a Residential Unit in the Condominium except that this offer is made only to persons over eighteen (18) years of age. Each Residential Unit Owner can sell their Residential Unit to whomever they desire

subject to the Condominium's Right of First Refusal. See Section XXI as to the Right of First Refusal on the sale or rental of a Residential Unit.

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

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II. DEFINITIONS

The following words as hereinafter referred to shall be defined as follows:

1. "Amendment" – An amendment to the Offering Plan disclosing changes and updates to the Offering Plan.

2. "Annual Meeting" – The meeting of the Unit Owners of the Condominium held on a yearly basis or such other convenient date as the Board of Managers may designate subsequent to the First Annual Meeting.

3. "Bicycle Storage Room" – Designated Area located on the ground floor level for the storage of bicycles to be utilized by the Residential Unit Owners and occupants of the Residential Units.

4. "Board of Managers" – The governing body of the Condominium responsible for its affairs.

5. "Board Member" or "Member" – Each individual representative elected, designated or appointed to the Board of Managers. The Board Members are described as follows:

    a. "Residential Board Members" – The Board Members representing the Residential Unit Owners.

    b. "Commercial Board Member" – The Board Member representing the Commercial Unit Owners.

6. "Building" – The one (1) building including the Units and Common Elements of the Condominium.

7. "Building Department" – The Building Department of New York City.

8. "By-Laws" – The document governing the operation, use and occupancy of the Condominium, a copy of which is annexed to the Declaration of Condominium as Schedule C.

9. "City" – The City of New York.

10. "Closing" or "Close Title" or "Closing of Title" or "Title Closing" – The consummation of the sale of the Unit transferring title via a deed from the Sponsor to the Purchaser.

11. "Closing Costs" or "Closing Adjustments" or "Closing Fees" or "Closing Apportionments" – Fees and expenses over and above the price of the Unit, incurred by the Purchaser and/or Sponsor at the Closing.

12. "Closing Date" or "Date of Closing" – The date of Closing of Title.

13. “Commercial Area” – The area of the Condominium consisting of the Commercial Unit and Commercial Unit’s Limited Common Elements.

14. “Commercial Common Interest” – The proportionate, undivided interest each Commercial Unit Owner has in the Common Elements allocable to the Commercial Unit.

15. “Common Charges” – Each Unit Owner’s proportionate share of Common Expenses of the Condominium.

16. “Common Elements” – All portions of the Condominium, other than the Units. The Common Elements are divided as follows:

    a. General Common Elements, which are Common Elements shared by all Unit Owners.

    b. General Residential Units’ Limited Common Elements which are Common Elements for the exclusive use of all Residential Unit Owners.

    c. Individual Residential Unit’s Limited Common Elements which are the Common Elements for the exclusive use of an individual Residential Unit Owner or Owners.

    d. Commercial Unit’s Limited Common Elements which are Common Elements which are for the exclusive use of the Commercial Unit Owner or Owners.

17. “Common Expenses” – The Common Expenses are divided as follows:

    a. General Common Expense, which expenses incurred by all Unit Owners for the purpose of paying costs of the Condominium in connection with the repair, maintenance, replacement, restoration, or operation of, and any alteration, addition or improvement to the General Common Elements and to any Common Expenses applicable to the entire Building including but not limited to:

        (i) costs, expenses and amounts (including reasonable legal fees and disbursements, court costs and all other litigation expenses) paid, payable or incurred to perform, observe, enforce, uphold, protect, defend, maintain and collect sums payable under a right, remedy obligation, requirement, agreement or indemnity given in or pursuant to the terms of the Declaration, the By-Laws, and any Rules and Regulations governing the Condominium; and

        (ii) all sums designated common expenses by or pursuant to the provisions of the Condominium Act, the Declaration, or the By-Laws.

b. Residential Common Expense, which expenses are incurred solely by Residential Unit Owners for the purpose of paying costs of the Condominium in connection with the repair, maintenance, replacement, restoration, or operation of, and any alteration, addition or improvement to the General Residential Units' Limited Common Elements and to any Individual Residential Unit's Limited Common Elements that have been delegated to the Condominium as a Residential Common Expense.

18. "Condominium" – 609 2nd Avenue Condominium which includes the Unit Owners, the Units, and the Common Elements and as the term Condominium is used in Article 9-B of the Real Property Law of the State of New York.

19. "Condominium Act" – Article 9-B of the Real Property Law of the State of New York.

20. "Condominium Documents" – The Declaration of Condominium, the By-Laws, the As-Built Floor Plans of the Residential Units and the Condominium Unit Designation Map (as provided in the Condominium Act) as the same may be amended from time to time.

21. "Condominium Property" or "Property" – The overall area of the Condominium.

22. "Consummation of the Offering Plan" - The filing of the Declaration of Condominium and the first transfer of title to a condominium unit to at least one purchaser under the Offering Plan following a Declaration of Effectiveness by the Sponsor and the acceptance for filing of an amendment to the Offering Plan by the Department of Law confirming or declaring the Offering Plan effective.

23. "Declaration of Condominium" – The instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may from time to time be amended, consistent with the provisions of the Condominium Act and of the By-Laws.

24. "Department of Law" – The New York State agency responsible for the review and enforcement of offering plans for the offer and sale to the general public of condominiums, cooperatives and homeowner associations.

25. "Deposit" or "Down Payment" – The amount deposited by a Purchaser towards the Purchase Price of a Residential Unit and, if applicable, the amount deposited by a Licensee of a Storage Space, upon execution of the Purchase Agreement.

26. “Description of Property Report” – The report contained as Schedule G in Part II of the Offering Plan.

27. “Easement Volume” – The area within the Condominium reserved for transit-related use as per the Easement Volume Agreement.

28. “Easement Volume Agreement” – The Easement Volume Agreement by and between the Sponsor and the New York City Transit Authority (the “Authority”) dated as of February 8, 2021 and recorded in the New York City Register’s Office as Document ID: 2021030401415001.

29. “Equal or Better Quality” – Comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and classifications, as applicable.

30. “Escrow Account” – The attorneys’ accounts where a Purchaser’s Deposit will be held as provided for in Section XIII of the Offering Plan.

31. “Escrow Agent” – The attorneys or law firms overseeing the Escrow Account as provided for in Section XIII of the Offering Plan.

32. “Federal Tax Cuts and Jobs Act” or “Tax Act” – The act passed by the federal government in 2017 that went into effect in January of 2018 revising the deductions available to a unit owner for real estate taxes and interest on a mortgage.

33. “First Annual Meeting” – The date of the first annual meeting of the Unit Owners.

34. “First Board of Managers” – The initial Board Members of the Board of Managers.

35. “Grantee” – The person to whom an interest in real property is conveyed.

36. “Grantor” – The person conveying an interest in real property.

37. “Institutional Lender” – A bank, savings and loan association, life insurance company, pension fund, trust company, Sponsor Lender or other institutional lender or a mortgage granted by the Sponsor, its successor, designee or assignee to a purchaser of a Residential Unit or in which the Sponsor, its successor, designee or assignee participates with one of the above that issues a first mortgage.

38. “Institutional Mortgage” – A first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Sponsor, its successor, designee or assignee to a purchaser of a Unit or in which the Sponsor, its successor, designee or assignee participates with one of the above.

39. “Insurance Trustee” – A bank or trust company located in the State of New York, designated by the Board of Managers. The Sponsor Lender is to be designated as Insurance Trustee, unless it declines to serve in such a role, for so long as its mortgage is unpaid. The costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium.

40. “Licensor” – The Board of Managers of the Condominium who has entered into a License Agreement with a Residential Unit Owner in the Condominium for a Storage Space.

41. “Licensee” – A Residential Unit Owner in the Condominium who has entered into a License Agreement with the Board of Managers for a Storage Space.

42. “License Agreement” – The agreement entitling the Licensee the exclusive right to use a Storage Space during the term of the agreement.

43. “License Fee” – The monthly fee charged for the costs associated solely with the Storage Spaces and Storage Area to be paid by each Residential Unit Owner who has entered into a License Agreement for a Storage Space. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Space and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space as reflected in Schedule A-1 and the overall square footage of all the Storage Spaces. The License Fee is in addition to the Common Charges and any Special Assessments for the Residential Unit.

44. “Limited Common Element” – A Common Element appurtenant to a particular Unit or Units, the use of which is restricted to the Owner or Owners of such Unit or Units. Limited Common Elements may also be referred to as an Irrevocably Restricted Common Element.

45. “Mansion Tax” - The tax paid by a Purchaser at the closing of title pursuant to Sections 1402-a and 1402-b of the Tax Law of the State of New York when the consideration paid for the Unit is $1,000,000 or more.

46. “Martin Act” – Article 23-A of the General Business Law.

47. “New York City Transit Authority” – (also referred to as the “Authority”) – A public benefit corporation organized under and existing by virtue of the laws of the State of New York, having offices at 2 Broadway, New York, New York 10004, acting for itself and on behalf of The City of New York (the “City”), a New York municipal corporation.

48. “Notice for Closing” – The written notice of the date of the closing of title to a Residential Unit provided to a Purchaser.

49. “Officer” – One (1) of the officers of the Condominium chosen by the Board of Managers as provided for in Article IV of the By-Laws of the Condominium including the President, Vice President, Secretary, and Treasurer.

50. “Percentage of Common Interest” – The proportionate, undivided interest each Unit Owner has in the Common Elements.

51. “Possession Date”- The date set forth in a written notice (“Possession Notice”) from the Authority to the Declarant or the Condominium Board of Managers stating that the Authority has determined that the Easement Volume is required for transit purposes as per the provisions of the Easement Volume Agreement.

52. “Power of Attorney” – The form contained as Schedule E of the Offering Plan that each Purchaser is required to execute at the Closing of Title to their Residential Unit that gives a power of attorney to the Board of Managers and/or the Sponsor to act on behalf of the Purchaser.

53. “Purchase Agreement” – The document to be executed by the Purchaser which will obligate the Purchaser to acquire the Residential Unit in the Condominium and which will obligate the Sponsor to sell the Purchaser the Residential Unit in the Condominium.

54. “Purchaser” – The person(s) who have entered into a Purchase Agreement to acquire a Residential Unit in the Condominium.

55. “Reduced Service Period” – Any period during Sponsor Control Period the Board of Managers waives a portion of Common Expenses to be collected as Common Charges from the Unit Owners.

56. “Reserve Fund” – The fund to be held by the Condominium to be used for capital improvements to the Building.

57. “Reserve Fund Account” – The account in which the Reserve Funds will be deposited.

58. “Reserve Study” – The study prepared by Strategic Inspections, 45 West 34th Street, New York, New York to project the amount of the Reserve Fund to be set aside by the Condominium to be used towards capital improvements to the Building.

59. “Residential Area” – The area of the Condominium consisting of the Residential Units and General Residential Units’ Limited Common Elements and Individual Residential Unit’s Limited Common Elements.

60. “Residential Lobby” – The lobby located on the ground level of the Building for use by the Residential Unit Owners, residents of the Buildings (including family and permitted occupants of a Residential Unit Owner and their tenants), guests, employees, agents, independent contractors, licensees, or invitees of a Residential Unit Owner.

61. “Residential Unit’s Exclusive Cost”- Any common expense of the Condominium that is to be charged solely to the Residential Units based upon the Residential Unit’s Residential Interest as reflected in Schedule B of the Declaration of Condominium.

62. “Residential Unit’s Residential Interest” – Each Residential Unit’s interest in the Residential Area of the Condominium as reflected in Schedule B of the Declaration.

63. “Right of First Refusal” – The right of the Board of Managers to match a bona fide offer of a sale or lease of a Residential Unit or the Community Facility Unit as provided for in the By-Laws.

64. “Rules and Regulations” – The Rules and Regulations contained in Article VIII of the By-Laws as the same may be amended, altered, waived or added to by the Board of Managers.

65. “Special Assessment” – A Common Expense of the Condominium that is not included in the monthly Common Charges applicable to a Unit.

66. “Special Meeting” – A special meeting of the Unit Owners called pursuant to Article II, Section 10 of the By-Laws.

67. “Sponsor” – Flat LG LLC, Elem 340 LLC and RC Flatbush LLC, each a New York limited liability company and their successors, assigns, and designees.

68. “Sponsor Control Period” – The period of time the Sponsor has the right to retain control of the Members of the Board of Managers of the Condominium.

69. “Sponsor’s Closing Attorney” – Schmitt Law Group, P.C., 865 Merrick Avenue, Suite 180N, Westbury, New York 11590. Said firm shall also be the Escrow Agent for the holding of Deposits.

70. “Sponsor Lender” – Ponce Bank, 2244 Westchester Avenue, Bronx, New York, and its successors and assigns, the lender providing financing to the Sponsor towards construction of the Condominium.

71. “Storage Space” – One (1) of the storage spaces of the Building that will be offered for exclusive use to Residential Unit Owners pursuant to a License Agreement.

72. “Storage Space Area” – The area of the Building that contains the Storage Spaces that will be subject to a License Agreement.

73. “Storage Space License Expense” – The proceeds of the initial License Agreement for a Storage Space to be paid to Sponsor.

74. “Tax Consultant” – The tax expert who has provided the opinion letter regarding real estate taxes applicable to this Condominium.

75. “Unit” – One (1) of the Units in the Condominium. The Units are categorized as follows:

    a. “Residential Unit” – One (1) of the sixty-five (65) Units designated as a Residential Unit in Schedule B of the Declaration for residential use.

    b. “Commercial Unit” – The one (1) Unit designated as a Commercial Unit in Schedule B of the Declaration of Condominium to be used for any use permitted by New York City pursuant to applicable zoning.

    As used herein the terms “Residential and Commercial Unit” are equivalent to the term “Unit” in Article 9-B of the Real Property Law of the State of New York.

    As used herein the term “Unit” shall include all the Units in the Condominium.

76. “Unit Owner” – A Unit Owner includes all the Unit Owners in the Condominium. Unit Owners are described as follows:

    a. “Residential Unit Owner” – The Owner of a Residential Unit.

    b. “Commercial Unit Owner” – The Owner of the Commercial Unit.

77. “Unsold or Untitled Unit” - Any Unit in which title is retained by the Sponsor and any of its successors or assigns or designees until such time as the same has been sold and title conveyed to a third party. It shall not include a Residential Unit which is used for personal occupancy of the Sponsor, any of its principals or any of its successors or assigns or designees.

78. “Waiver Period” – Any period during the Sponsor Control Period the Board of Managers waives all Common Expenses of the Budget and during which said period Sponsor is responsible for all actual expenses in the Condominium.

79. “Working Capital”- The funds paid by each Purchaser at Closing to the Condominium to be used towards expenses of the Condominium and to reimburse Sponsor for prepaid expenses of the Condominium as described in Section XXVI of the Offering Plan.

80. “Working Capital Fund:” – The account in which the Working Capital Funds will be deposited.

III. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Location, Acreage and Zoning

The Condominium is located at 609 2nd Avenue, in New York City, State of New York. The Condominium is zoned as follows:

C1-8A (R9A Equivalent) and C1-9A (R10A Equivalent).

The overall zoning lot size of the Condominium is approximately 8,031 square feet.

Topographical Features

The site consists of a new building over relatively flat land.

Improvements - General Description

The Condominium as proposed will contain eighteen (18) stories and a cellar. The Building will include the following: sixty-five (65) Residential Units being offered for sale pursuant to this Offering Plan, one (1) Commercial Unit initially retained by the Sponsor, and five (5) Storage Spaces being offered to Purchasers of a Residential Unit subject to License Agreements. There are several model types of Residential Units. The types and number of rooms, layouts, and variations of the Residential Units are described in the Description of Property Report set forth in Part II of the Plan.

It is anticipated that the Closing of Title to the first Residential Unit will occur on or about January 1, 2025, subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, force majeure, acts of God, pandemic, and sales conditions. The Building is currently under construction, and it is anticipated that construction will be completed by said date.

The Building Plans have been filed with the Building Department of New York City and are available for inspection at the Sponsor's Office.

Neither a Commercial Unit Owner nor any of its tenants, employees or customers will be permitted to utilize the Residential Lobby or any other part of the Residential part of the Building.

The Residential Units, the Building containing them and all other improvements will comply with all applicable rules, regulations, laws, and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction, and the Sponsor and all other persons engaged by the Sponsor in connection with this Plan have complied and will comply with all applicable laws, rules and regulations and other governmental requirements pertaining thereto. Construction of the Condominium will comply with the Building Code of the City of New York. Before the Closing of Title to the first Residential Unit, a temporary or permanent Certificate of Occupancy will be issued for such Residential Unit or the Building in which it is located.

At the time of the first Closing of Title to a Residential Unit all Residential Units in that Building will have been partially or substantially completed.

The Sponsor reserves the right to provide fixtures and appliances by different manufacturers which are Equal or Better Quality than noted in the Description of Property Report found in Part II of the Offering Plan.

Purchasers are advised that in New York, 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 section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the Building Department. 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 Residential Units. In New York City, it is common for sponsors to commence Residential Unit closings when some or all Residential Units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining an FCO covering the entire Building within two years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the Building Department will issue the PCO within such two (2) year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire Building and shall exercise its best efforts to obtain the PCO within such a two-year period while keeping the TCO current. Residential Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit requiring DOB approval prior to the issuance of a Permanent Certificate of Occupancy or renewal of a temporary Certificate of Occupancy.

Construction Data for Units, Common Elements and Limited Common Elements

The Building, the Units and Common Elements will be constructed in the manner set forth in the Building Plans filed with the City of New York, which Plans will not be changed so as to adversely affect the Residential Unit Owners. For a detailed description of such data see the Description of Property Report in Part II of the Plan. Construction of the Building has commenced and Closing of Title to the first Residential Unit is expected to take place by January 1, 2025, barring any unforeseen delays beyond the control of the Sponsor such as weather conditions, force majeure, strikes, material shortages, acts of God and sales conditions. It is anticipated that the first Residential Unit, the overall Building and the recreation facility will be completed by January of 2025 subject to factors beyond Sponsor's control such as weather conditions, force majeure, strikes, material shortages, acts of God and sales conditions.

Unsupervised visits to the Property may present a dangerous circumstance and could incur liability to Sponsor. Unless specifically agreed to by Sponsor in writing and escorted by a representative of Sponsor in each instance, Purchaser shall not visit the Unit or any other portion of the Property and shall only have the right to visit the sales office prior to Closing. Pursuant to Paragraph 13 of the Purchase Agreement, Purchaser will agree to release and indemnify, defend and hold Sponsor harmless from and against any and all claims and liabilities incurred by Sponsor resulting from the presence of Purchaser or Purchaser's family members, agents, licensees or invitees on the Property prior to Closing. Purchasers will also be required to execute the Express Assumption of Risk Form included as Schedule D-4 to the Offering Plan.

Purchasers should refer to Section XXI of the Offering Plan for a detailed description of the easements applicable to the Condominium.

Allocation of Common Interest

The Common Interest of the Condominium establishes the Unit Owners' percentage of ownership in the Common Elements and percentage of liability for the payment of Common Charges subject to the provisions of Section 339-m. See Part I of the Offering Plan. Each Unit Owner has the Percentage of Common Interest in the Condominium set forth on Schedule A. The Percentage of Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, based on 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. As disclosed in Special Risk No. 36 the Residential Units shall pay all costs applicable to the Residential Area, General Residential Units' General Limited Common Elements, any Individual Residential Unit's Limited Common Elements expenses that have been delegated to the Condominium and any other Common Expenses that solely benefit the Residential Units based upon their Residential Unit's Residential Interest as reflected in Schedule A. The Residential Unit's Residential Interest has been determined similar to the requirements of Section 339-i(1)(iv) of the Condominium Act described above.

Recreation Facilities

The facilities in the Building for either passive or active use by residents include the following:

(a) Residential exercise room fitted with fitness equipment located on the cellar floor.

(b) Residential lounge located on the cellar floor.

(c) Residential exercise room located on 4th floor.

The room provides two zones of activities as follows:

(i) Unregulated half basketball court with double height ceiling.

(ii) Exercise space without fitness equipment.

(d) The courtyard is located on the first floor with direct access from the elevator lobby.

(e) The common use recreational space on the main roof.

The above are anticipated to be fully operational as of the date of commencement of Condominium operation, which is expected to occur on January 1, 2025, subject to factors beyond Sponsor's control such as weather conditions, force majeure, strikes, material shortages, acts of God and sales conditions.

All of the above facilities are General Residential Units' Limited Common Elements and are for use solely by Residential Unit Owners and their respective occupants and tenants.

Purchasers should refer to the Description of Property Report contained in Part II of the Offering Plan as Schedule G for further details of the Recreation Facilities.

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IV. LOCATION AND AREA INFORMATION

Location and Area Information

Location and Area Information

The property is located at 609 2nd Avenue between 33rd Street and 34th Street in the Borough of Manhattan in New York County, City and State of New York.

Transportation

Access to transportation is as follows: 3, 4, 5, 6 and 7 subway lines. In addition, the 2nd Avenue Subway line, currently under construction, will further provide subway service to residents of the Condominium upon completion. Numerous bus lines service the neighborhood. The East River route of NYC Ferry located on East 34th Street connects residential and business communities along the East River to communities in Midtown and the Financial District.

Municipal Services:

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

Gas

Con Edison (ConEd) will supply two (2) gas lines to the building as described in the Description of Property Report in Part II of the Offering Plan. One (1) gas line and meter to service the generator only on the main roof. One (1) gas line and two meters to service the residential common gas-fired hot water heaters and cooking.

Gas service usage will be metered by ConEd and the cost will be paid by the Condominium Board as a Residential Common Expense.

Electric

Electric service will be provided by Con Edison as described in the Description of Property Report in Part II of the Offering Plan. The electricity consumed for the common portion of the Building will be metered by Con Edison and paid for as part of the Common Charges. Each Unit will be individually metered for electric usage, and the cost thereof will be an individual expense of each Residential Unit Owner.

Telephone

Telephone service will be available for all Residential Units. Each Residential Unit Owner will be responsible for their own phone service.

Water and Sewage

Water supply and sewer servicing the Building will be provided by the City of New York as described in the Description of Property Report in Part II of the Offering Plan.

Refuse Removal

Refuse removal will be provided by the New York City Department of Sanitation.

Snow Removal

Snow removal and road maintenance for all public streets abutting the Condominium is provided by the New York City Sanitation Department. All snow removal and cleaning of any sidewalks and entranceways that abut the Condominium that is not the responsibility of the City of New York shall be the responsibility of the Condominium and a Common Expense of the Condominium.

Police/Fire

Police and Fire services are provided by the New York City Police Department (13th Precinct) and the Fire Department of the City of New York (Engine 21).

Medical, Educational and Religious Facilities

A number of medical centers are located within proximity to the Building, such as NYU Langone, NYC Health & Hospitals/Bellevue.

Elementary, Middle and High Schools

Public schools located in the general vicinity are as follows:

P.S. 116 Mary Lindley Murray (PK, 0K, 01, 02, 03, 04, 05 and SE)

No representation can be made as to the actual school children in the Condominium may attend or whether the children will have school bus service provided.

The above listing is by no means inclusive. No representation is made that the children of Residential Unit Owners will be entitled to attend any particular school.

Religious Institutions

There are houses or worship of most faiths in the vicinity of the property.

Zoning

The Condominium is located in a C1-8A (R9A Equivalent) and C1-9A (R10A Equivalent) Special Purpose District: Special Transit Land Use District (TA).

All surrounding areas are fully developed. Sponsor makes no representation as to whether or not said areas will remain in their current use or if redeveloped, as to their eventual use.

Neither Sponsor nor any of its Principals have an option or right to acquire any of the adjoining areas.

Easement Volume Agreement

The Condominium is located within the Special Transit Land Use District of the City of New York pursuant to Section 11-12 of the Zoning Resolution of the City of New York (the "Zoning Resolution"). The New York City Transit Authority (the "Authority") operates the New York City Transit System and will operate the proposed Second Avenue Subway line, including the proposed 34th Street Station to be built in the bed of Second Avenue. Pursuant to Chapter 5 of Article IX of the Zoning Resolution any new developments involving ground level constructions within the Special Transit Land Use District is required to provide a transit easement volume on the zoning lot for subway related use and public access to the subway mezzanine or station when required pursuant to the provisions of Section 95-04 of the Zoning Resolution. Subject to said obligation a certain Easement Volume Agreement (the "Easement Volume Agreement") by and between the Sponsor and the Authority dated as of February 8, 2021, was recorded in the New York City Register's Office as Document ID:2021030401415001. The purpose of the Easement Volume Agreement is to permit the Authority to utilize space that is part of the Condominium (referred to as the "Premises" in the Easement Volume Agreement) for the aforementioned purposes, i.e., subway related use and public access to the subway mezzanine or station. Sponsor has not been advised and makes no guarantee or representation as to whether the Authority will exercise its rights under the Easement Volume Agreement or if the Authority does exercise its rights under the Easement Volume Agreement when the Authority would exercise said rights. Capitalized terms in this section of the Offering Plan are as defined in the Easement Volume Agreement. In addition, as per the provisions of the Easement Volume Agreement, the "Owner" shall initially be applicable to the Sponsor and will include the Unit Owners and Board of Managers upon the establishment of the Condominium. PURCHASERS ARE ADVISED TO REVIEW THE COMPLETE VOLUME EASEMENT AGREEMENT THAT IS CONTAINED IN PART II OF THE OFFERING PLAN AS EXHIBIT N. See Special Risk No. 55 and Section IV of the Offering Plan.

Terms of the Easement Volume Agreement include but are not limited to the following:

1. The provisions regarding the Special Transit Land Use District contained in Chapter 5 of Article IX of the Zoning Resolution require any new developments or enlargements (as defined in Zoning Resolution Section 12-10) involving ground level construction within the Special Transit Land Use District to provide a transit easement volume on the zoning lot (as defined in Zoning Resolution Section 12-10) for subway related use and public access to the subway mezzanine or station when required pursuant to the provisions of Section 95-04 of the Zoning Resolution.

2. Grant of Easement. Pursuant to the Agreement, the Owner irrevocably grant, convey, release, and forever relinquished unto the Authority and the City and their respective successors and assigns the following permanent and perpetual easements and rights of way along with all other rights and privileges incidental or appurtenant thereto:

(a) A permanent and perpetual exclusive easement and right of way over, in, upon, to and through the volume of space (the "Easement Volume") within the Premises and all other portions of the Owner Property as and to the extent described in the Easement Volume Agreement free and clear of all (a) liens and encumbrances except as set forth in the Easement Volume Agreement; and (b) obstructions. The Easement Volume Agreement is created for (1) the construction, use, operation, maintenance, repair and/or reconstruction by the City and/or the Authority, or their respective contractors or agents, at their sole cost and expense except as otherwise provided in the Easement Volume Agreement of such structures, facilities and equipment including, but not limited to, elevator systems and equipment, as may be necessary in the discretion of the City and/or the Authority to provide a connection and means of ingress and egress between 34th Street or Second Avenue and a portion of the proposed subway and station to be located in the bed of Second Avenue (and all present and future extensions and modifications thereof adjacent to the Premises) and (ii) the use of such connection and means of ingress and egress by passengers, employees, contractors, agents and licensees of the Authority and the City ("Users").

(b) A permanent and perpetual, non-exclusive easement in, to, within, across, through and upon those portions of the Premises and the Owner's Property for the purposes of providing ingress and egress to, from and between Second Avenue and the Easement Volume for use by Authority and the City and their affiliates, Users, emergency responders, and other invitees and members of the general public.

(c) A permanent and perpetual, exclusive easement in, to within, across, through and upon those portions of the Premises and the Owner Property, if any, that are strips or gores between any and all portions of the Easement Volume and any portion of the Premises or other portions of the Owner Property, as needed to afford the Authority and the City the practical benefits of the Easements granted hereunder.

(d) A permanent and perpetual easement in and to those portions of the Premises and Owner Property in which are located any portions of the structures, improvements, facilities, equipment, signage, or other property of the City or the Authority ("Authority Improvements") that encroach on the Premises or other portions of the Owner Property outside of the Easement Volume following construction of the Authority Improvements by reason of any de minimis settling and any de minimis associated shifting thereof subsequent to the construction thereof.

(e) A permanent and perpetual non-exclusive easement for vertical and lateral support of the Authority Improvements in and to those portions of the Premises and Owner Property thereon which are necessary to support the Authority Improvements.

(f) A permanent and perpetual, non-exclusive easement to those portions of the Premises and other portions of the Owner Property which are necessary to attach the Authority Improvements to the Owner Property, including to any demising walls or slabs separating the Easement Volume from the rest of the Owner Property, which attachment (unless stated otherwise in the Easement Volume Agreement) shall be at the Authority's or City's sole cost and expense.

(g) A permanent and perpetual, exclusive easement, at the Authority's or City's sole cost and expense (unless stated otherwise in the Easement Volume Agreement), to attach pipes, wires, ducts, communications equipment, conduits and similar facilities to any portions of the walls, columns, beams, ceiling slabs and floor slabs that are within portions of the Easement Volume or border and separate the Owner's improvements or structures from the Easement Volume and to access, maintain, clean, inspect, repair, alter and/or replace such pipes, wires, ducts, communications equipment, conduits and facilities from time to time.

(h) A permanent and perpetual, excusive easement in, over, and through the Owner Property at the locations indicated on Exhibit D of the Easement Volume Agreement for the purposes of installing, inspecting, maintaining, repairing and replacing such pipes, plumbing, conduits, equipment and other features necessary for providing water drainage from and for the Authority Improvements annexed thereto.

(i) A permanent and perpetual, exclusive easement to install, maintain and keep in good condition, as consistent with applicable law, wayfinding signage on the exterior of the Easement Volume on the Second Avenue side of the Premises and on the exterior wall of the Building which indicates to Users the location of the entrance to the Station through the Easement Volume. The locations, sizes, and design of such signage to the extent not within the Easement Volume itself shall be consistent with Authority's signage at other similar subway stations and reasonably satisfactory to the Owners.

3. Utilization of Easement Volume Prior to Possession Date.

(a) Prior to the Possession Date (subsequently defined) and pursuant to Section 95-06 of the zoning Resolution, the Owners may utilize the Easement Volume for any permitted use or uses set forth in the Zoning Resolution or as otherwise permitted by law; provide, however, that the Authority has the right of prior approval of any use by Owner of the Easement Volume prior to the Possession Date, which approval must be given by the Authority in writing to the Owners, and which approval may not be unreasonably conditioned, withheld or delayed. The term "Possession Date" means the date set forth in a written notice ("Possession Notice") from the Authority to the Owners stating that the Authority has determined that the Easement Volume is required for transit purposes. The Possession Date

may be any date no fewer than six (6) months after the date of the Possession Notice. On or before the Possession Date, and in accordance with Section 95-06 of the Zoning Resolution, the Owners shall vacate the Easement Volume, and deliver the same vacant and free of any tenancies or claims of possession and free of all improvement, objects or obstructions (collectively, the "Obstructions") within or upon the Easement Volume.

(b) After the Possession Date, the Authority or the City may remove any Obstructions which are located within or upon the Easement Volume, all at the sole cost and expense of the Owners, and the Owners shall promptly reimburse the Authority and/or City for such cost and expense. The Owners consent to the entry by the City or the Authority on, over or about the Premises and other portions of the Owner Property for the purpose of removing such Obstructions. The Owners hereby release the City and the Authority from any and all liability for damage to the Owner Property including, but not limited to, the Premises, the Owner Building, the Obstructions and the structures adjoining the Easement Volume resulting from the removal of any Obstructions by the City or the Authority in the event that the Owners fail to remove the Obstructions prior to the Possession Date, unless such damage is caused by the Authority's or the City's gross negligence or willful misconduct.

(c) In the event the Authority, after delivering the Possession Notice to Owners, has not proceeded with the design or initial construction of the Authority Improvements or the Easement Volume after two (2) years from the delivery of such Possession Notice, the Owners may send a notice to the Authority inquiring as to the Authority's schedule for the design and construction of the Authority Improvements (a "Status Notice"). The Authority shall, within a reasonable period of time after receipt of such Status Notice, deliver a notice to the Owners informing the Owner of the Authority's good faith estimate of the anticipated schedule for design and construction of the Authority Improvements at the Easement Volume. If the Authority does not anticipate commencing design or construction of the Authority Improvements within eighteen (18) months' of the Authority's receipt of the Status Notice, then the Owners may once again utilize the Easement Volume in accordance with the terms of the Easement Volume Agreement as if the Possession Notice had never been sent until such time as the Authority reissues a Possession Notice pursuant to Article Third, Section A of the Easement Volume Agreement, which notice may be issued at any time.

4. Entry By Authority On Premises.

Prior to the Possession Date, the City or the Authority at its sole cost and expense may, on no fewer than ten (10) calendar days' notice, enter upon the Easement Volume and portions of the Premises and Owner Property outside of the Easement Volume ("Owner Premises"), on weekdays during the hours between 8:00 AM and 6:00 PM, to the extent reasonably necessary to make surveys, soundings, borings, and examinations

relating to the Authority Improvements. From and after the Possession Date and in accordance with the provisions of the Easement Volume Agreement, on no fewer than then (10) calendar days' written notice (but immediately in the event of an emergency), the City and the Authority, at its sole cost and expense, shall have the right to enter upon the Owner Premises so far as may be reasonably necessary to construct, reconstruct, inspect, test, monitor or maintain any work to be performed by the City or the Authority in the Easement Volume. All work performed by the City or the Authority upon the Owner Premises shall be prosecuted and completed with due diligence. Except as otherwise set forth in the Easement Volume Agreement and so long as the Owner Building complies with the Owner Building Requirements, any damage to the Owner Premises which results from the work as set forth in Article Fifth of the Easement Volume Agreement shall be promptly repaired by the City or the Authority, at its sole cost and expense, in a good and workmanlike manner, to the prior condition existing before the subject damage. Owners shall promptly provide the Authority information with respect to the use and design of the Owner Building as reasonably necessary for the Authority to: (i) comply with legal requirements applicable to the Authority Improvements, including, but not limited to, those of the New York State Uniform Fire Prevention and Building Code, New York City Department of Buildings, Transportation and Environmental Protection and the New York State Department of Environmental Conservation; (ii) design Authority Improvements; (iii) obtain any and all necessary permits and approvals for the construction of Authority Improvements; (iv) cause any third party contractors engaged by the Authority or the City who enter onto the Premises in connection with performing work in the Easement Volume to obtain comprehensive and general liability insurance with limits appropriate for the type of work being performed naming the Owners as additional insureds; and (v) plan and undertake necessary maintenance, repairs and replacements to the Authority Improvements and Easement Volume.

5. Work Affecting Easement Volume.

After the Possession Date, the Authority and the City shall have exclusive use and access to Easement Volume and the Owners may not use or commence any work in the Easement Volume whatsoever. Furthermore, after the Possession Date, the Owners may not commence any work at the Owner Premises (including, but not limited to, demolition of the Owner Building) which in any manner will interfere with the Easements, the Easement Volume or the Authority's or City's use of the Easement Volume without the Authority's prior written approval of the plans and specifications and means and methods of such work, which approval may not be unreasonably delayed, conditioned or withheld. Such approval by the Authority shall not relieve the Owners from liability for the design, engineering and construction of the Building or any repair or maintenance thereof except to the extent that any aspect of such design, engineering or construction was required by the Authority after written objection by the Owners thereto specifying liability and/or safety issues related to such required element(s). The Authority will have the right, at its sole cost and expense, to inspect, monitor or test that the Owner's work complies with approved plans, specifications and means and methods but the failure to so inspect, monitor or test shall not relieve Owners of any liability thereunder or be deemed approval thereof or a waiver of Authority's or the City's rights thereunder. The right to approve the Owners' plans and specifications set forth in the Easement Volume Agreement is in addition to any other approval right the Authority may have in connection with any work

performed on the Premises or on other portions of the Owner Property as may be provided for elsewhere in the Easement Volume Agreement or under applicable law. If after the Possession Date, Owners erect or cause to be erected scaffolding, a sidewalk, shed, bridge or any similar protections on any portion of Second Avenue in connection with work performed at the Owner Property, then Owners shall: (i) erect double height scaffolding if so requested by the Authority or the City, and the Authority shall reimburse Owner for the incremental cost of double height scaffolding above the cost of scaffolding that the Owners would have otherwise incurred, (ii) permit the Authority and the City, at the Authority's sole cost and expense, to place identification and wayfinding signage on the sidewalk shed or bridge identifying and locating the entrance to the Station through the Easement Volume if permitted by applicable laws, and (iii) otherwise cooperate with the Authority and the City so as to allow the Authority and the City to keep open the entrance to the Station through the Easement Volume and to protect the safety of Users. In connection with and prior to performing any work in or affecting the Easement Volume, the Owners shall maintain comprehensive and general liability insurance in amounts reasonably acceptable to the Authority for the scope of work to be performed, which shall name the Authority and the City as additional insured parties and the Owners will indemnify, defend and hold the Authority and the City harmless with respect to any claims, lawsuits, losses, damages, suits, costs or expenses (including reasonable attorneys' fees and legal costs and expenses) which the Authority or the City may incur as a result of and arising from Owners' work in or affecting the Easement Volume, except if a result of the Authority's or the City's gross negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction.

6. Damage to Authority or Owner Facilities.

Any damage to the Authority's or the City's facilities or other Authority Improvements in the Easement Volume caused by any of the Owners, or by any of their contractors, agents, employees, lessees, invitees, or licensees shall be promptly repaired by the Owners in a good and workmanlike manner and in accordance with all applicable laws, rules and regulations. The Authority shall provide written notice to the Owners within a reasonable period of time after discovering any such damage caused by the Owners (or by any of their contractors, agents, employees, lessees, invitees or licensees). Should the Owners fail to diligently pursue repair of any such damage to the Authority's or City's facilities or other Authority Improvements, the Authority, after thirty (30) days prior written notice to the Owners, may perform the necessary repair work, all at the sole cost and expense of the Owners, which shall promptly reimburse the Authority or the City (as applicable) for such cost. Notwithstanding the foregoing, the Authority has the absolute right to take all action which it may deem appropriate to remedy any emergency condition or any condition which in the sole judgment of the Authority poses an imminent danger to the safety of the Users in the Station, the Railroad or in the Easement Volume that is caused by or arises in connection with the activities of any of the Owners, all at the cost and expense of the Owners.

7. Use and Operation of Easement Volume.

(a) From and after the Possession Date, the Authority may construct, inspect, maintain, repair, demolish and replace all Authority Improvements within the

Easement Volume as the Authority so desires from time to time and shall, at its sole cost and expense and at all times, maintain and keep the Easement Volume, with the exception of any sidewalks adjoining the surface-level Easement Volume, if any, in a reasonably clean, neat and safe condition. Unless the Authority abandons the Easement Volume and provides Owners with prior written notice thereof pursuant to Article Ninth of the Easement Volume Agreement, and except for temporary closings for repairs, reconstruction and/or remodeling, the Authority shall keep the Easement Volume in a condition suitable for the use by the Users.

(b) Except for the Open Areas, the Authority shall, at its sole cost and expense, keep the Easement Volume and Station entrance properly illuminated with artificial light at all times as required by applicable law for the safety and convenience of the Users.

(c) The Authority shall, at its sole cost and expense (except as damaged by any of the Owners or any of their contractors, agents, employees, lessees, invitees or licensees), maintain, repair and keep in a reasonably clean, neat, safe and suitable condition the surface of any walls immediately bound the Easement Volume. The Authority, at its sole cost and expense, shall be responsible for obtaining all utilities necessary to serve the Authority Improvements and Station and responsible for the maintenance, repair and/or replacement of any equipment, mechanicals, and/or portions thereof related to the utilities exclusively serving the Easement Volume and located in, on, and/or through the Easement Volume.

(d) Except as otherwise provided in the Easement Volume Agreement, the Authority has no obligation to maintain any structural elements or windows of the Owner Building or any display window or windows constructed pursuant to Article Tenth of the Easement Volume Agreement.

(e) The Owners shall be responsible for all structural repairs and/or replacements which may be required to the Owner Building. Pursuant to the Easement Volume Agreement the Authority grants the Owners permission from time to time and upon reasonable notice to enter the Easement Volume for the carrying out of such structural repairs and replacement; provided the same shall be carried out in accordance with such reasonable rules and regulations set forth by the Authority and subject to the Owners obtaining an entry permit from the Authority and compliance with all of the terms and conditions set forth therein including those with respect to indemnification and insurance.

(f) The Owners shall maintain and keep any sidewalks adjoining the surface-level Easement Volume in a clean, neat and safe condition and free of ice, snow or other dangerous conditions.

8. Abandonment and Termination of Easement Volume.

At any time, the Authority may notify the Owners in writing that the Easement Volume is not required. In the event the Easement Volume is not required, the Authority for itself and on behalf of the City shall promptly furnish the Owners with an instrument, in form suitable for recordation, reciting that the Easement Volume is abandoned and that the Easement Volume Agreement is void and of no further force and effect. The Authority shall reasonably cooperate with the Owners in providing any documents required to record the instrument in the Office of the City Register (County of New York). If such abandonment shall occur at any time after the commencement of construction by the Authority or the City in the Easement Volume (whether or not such construction has been completed) the Authority and the City shall, at their respective sole cost and expense, expeditiously block up and close off the subway mezzanine from the street level and remove all of their improvements in the above grade portion of the Easement Volume, if any, such that the Open Areas are repaved.

9. Additional Use of Easement Volume by Authority.

Pursuant to Zoning Resolution Section 95-054, any area within the Easement Volume not used for transit purposes may, after the commencement of the use of the Easement Volume for transit purposes, be developed by the Authority as newsstands, cigar stands, flower stands or other concessions of a design, character and standard consistent with the nature of the Premises and the Building.

10. Use of Display Windows: Signage.

From and after the Possession Date and except as otherwise provided in the Easement Volume Agreement, the Owners may not place any signs or commercial advertisement of any type in the Easement Volume or anywhere on the Owner Property facing the Easement Volume and within ten (10) feet of any point on the Easement Volume; provided that the tenants or other occupants of space in the Building may install tenant identification signs on their respective Premises notwithstanding the provisions of this sentence.

11. Establishment of a Condominium.

Pursuant to the provisions of the Easement Volume Agreement the following shall be applicable during any time that any portion of the Premises is subject, pursuant to applicable law (including the provisions of Article 9-B of the New York Real Property Law), to a condominium regime:

(a) The creation of the condominium regime will not, and will not be deemed to, effect a release of any portion of the Premises as defined in the Easement Volume Agreement or any Easements granted thereunder;

(b) Prior to the Possession Date, the Easement Volume extends over and shall be designated as a limited common element of the one (1) Commercial Unit in the Condominium (the “Commercial Unit”) for use by the owner of the Commercial Unit (subject to the rights of entry and inspection and any other right of use or occupancy possessed by the Authority or the Owner under

the Easement Volume Agreement or applicable law prior to the Possession Date). Upon the Possession Date the Easement Volume shall automatically convert to a General Common Element, and shall be so denominated by the declaration establishing the condominium regime (including the by-laws to be attached thereto) executed and recorded in accordance with the provisions of applicable law, as the same may be amended from time to time (the "Condominium Declaration); it being understood, however, that the failure to so denominate any Easement Volume in the Condominium Declaration will not impair, change or affect its designation as set forth in Section B of Article Twenty-Seventh of the Easement Volume Agreement. Promptly following delivery of the Possession Notice, as defined in the Easement Volume Agreement, the Board of Managers and Unit Owners shall (or shall cause to be recorded) a notice and amendment to the Condominium Declaration (and by-laws as required by law or the Authority) further documenting and memorializing the change in status of the Easement Volume from a Limited Common Element of the Commercial Unit to a General Common Element. In the event that, after the Possession Date, the Easements are abandoned by the Authority and/or City as set forth in Article Ninth of the Easement Volume Agreement, the Easement Volume may revert to a Limited Common Element of the Commercial Unit. **Purchasers should note that at such time as Easement Volume is designated as a General Common Element, any costs associated with said area that are not the obligation of the Authority will become a cost of all the Unit Owners as a General Common Expense of the Condominium. Although the Sponsor cannot speculate as to when or if the Possession Date will take place, Purchasers can expect that certain costs of the Condominium, including the utility and insurance costs would be increased if the MTA exercises its options under the Volume Easement Agreement. In view of the fact the square footage of the overall Condominium impacted by the Easement Volume is less than 5% of the overall Building any increase in the budget would be expected to be minimal. Notwithstanding, Sponsor cannot guarantee the amount, if any, of such increase due to whether or not the MTA will exercise its rights under the Easement Volume Agreement and if so when the Possession Date will occur.**

(c) The Condominium Declaration is subject and subordinate to the Easement Volume Agreement, as it may be modified or amended.

(d) Anything contained in Article Twenty-Seventh of the Easement Volume Agreement to the contrary notwithstanding and even though prior to the Possession Date of the Easement Volume is a Limited Common Element of the Commercial Unit, prior to, upon and following the Possession Date, the owners of the Units of the Condominium (including, but not limited to, the owner of the Commercial Unit) (the "Units" and such owners, the "Unit Owners") and the Board of Managers or governing body (the "Condominium Board") of the Condominium established by the Condominium Declaration and By-Laws, will be considered (and will be deemed to be) the Owners

under the Easement Volume Agreement and to have assumed, and to be a successor to and assignee of, the rights and obligations of the Owners who executed the Easement Volume Agreement (the "Owner Obligations"), subject, however, to the limitations specifically set forth in Article Nineteenth of the Easement Volume Agreement and Article Twenty-Seventh of the Easement Volume Agreement. At all times all of the Unit Owners and Condominium Board (and not just the owner of the Commercial Unit) are responsible for the Owner Obligations and the Authority and the City may seek enforcement and remedies in connection with the failed performance of the Owner Obligations against each and every Unit Owner as set forth in Article Twenty-Seventh of the Easement Volume Agreement.

(e) The Condominium Board will be (and will be deemed to be) fully authorized to act on behalf of, and as agent for, all of the Unit Owners for all purposes of the Easement Volume Agreement. Without limiting the generality of the foregoing, and to the extent permitted by law, the Condominium Board will have the power and authority on behalf of the Condominium and the Unit Owners, to:

(i) perform the Owner Obligations, without seeking the consent of the Unit Owners, the holder of any lien on a Unit and/or the holders of any leasehold or possessory interest in a Unit (the "Unit Interested Parties");

(ii) perform the obligations imposed on the Condominium Board under the provisions in Article Twenty-Seventh of the Easement Volume Agreement without seeking the consent of Unit Interested Parties;

(iii) enter into amendments of the Easement Volume Agreement on behalf of all Unit Interested Parties without the need to have any such Unit Interested Party consent to or join in such amendments; and

(iv) exercise the rights and remedies of the Owners under the Easement Volume Agreement.

(f) The Condominium Board shall assess the Units as and when necessary to obtain funds sufficient to satisfy and perform the Owner Obligations ("Owner Obligation Assessment"). Each Unit Owner shall be responsible to fund in a timely manner its Units Assessment Share (as hereinafter defined) of the total Owner Obligation Assessment. As used herein, "Unit Assessment Share" means with respect to any Unit, such Unit's Percentage of Common Interest in the Condominium common elements as set forth in Schedule B of the Condominium Declaration, with the total of all Unit Assessment Shares for all Units to equal one hundred percent (100%). No Owner Obligation Assessments may be forgiven, waived, conditioned or delayed by the Condominium Board and the Condominium Board shall take all reasonable measures as may be required in order to collect such unpaid Owner Obligation Assessment, including, the institution of any suit, action or proceeding to collect same and/or to foreclose the Unit Owner Lien (as

hereinafter defined) against the Unit which is subject to such unpaid Owner Obligation Assessment. The Condominium Declaration (and any amendments thereto) may not create a special Unit Assessment Share for the Owner Obligations or otherwise allocate Unit Assessment Shares for purposes of the Owner Obligation Assessment in any way that differs from the percentages and interests allocated among the Unit Owners for the Common Charges and general maintenance of the Condominium overall.

(g) The Owner Obligation Assessment shall be an obligation of the Unit Owner of the Unit against which such Owner Obligation Assessment is made, as well as a charge on the Unit and a continuing lien in favor of the Condominium Board upon the Unit (the "Unit Owner Line"). Such Unit Owner Lien shall be (to the extent, but only to the extent, required by law) subordinate to the lien of any prior recorded mortgage on such Unit given to a bank or other institutional lender, and the Condominium Declaration.

(h) The holder of a mortgage or other lien encumbering a Unit or any interest therein shall not be liable for the payment of the Owner Obligation Assessment on such Unit, unless and until such mortgagee succeeds to the ownership of the Unit or any interest therein by foreclosure of the lien or mortgage, or acceptance of a deed or other transfer in lieu of foreclosure, or otherwise.

(i) The Authority shall be deemed a third-party beneficiary of the Condominium Board's rights and obligations to levy and enforce the Owner Obligation Assessment on the Unit Owners and to impose and enforce the Unit Owners Lien.

(j) In the event that the Condominium Board fails to perform its obligations under the Easement Volume Agreement or any required provisions of the Easement Volume Agreement with respect to any Owner Obligation Assessment, the Authority shall be entitled, at its election, to make demand on and to exercise all rights and remedies (including enforcement proceedings and foreclosure actions) against the Unit Owners and their Units with respect to their respective Unit Assessment Shares of such Owner Obligation Assessment. In connection with any enforcement demand, the Authority shall be entitled to obtain from the Condominium Board the names and last known addresses of all of the Unit Owners. No Unit Owner shall be liable for payment of more than its Unit Assessment Share of any Owner Obligation Assessment, and any Unit Owner which has duly paid its Unit Assessment Share of any Owner Obligation Assessment to the Condominium Board shall not be obligated to pay any duplicative amount to the Authority.

12. Release of Liability for Transit Operations.

Pursuant to the Easement Volume Agreement the Owners acknowledge that the Premises and the Owners' Building are or will be located adjacent to the Second Avenue Subway. The Owners for themselves and for any commissioners, officers, directors,

trustees, members, stockholders, partners, principals (whether disclosed or undisclosed) or employees thereof and for each of their successors and assigns (the "Owner Parties") waive and release the Authority and the City and each of their commissioners, officers, directors, trustees, members, stockholders, partners, principals (whether disclosed or undisclosed) and employees from any and all claims arising out of the Authority's transit activities in the Easement Volume and with respect to the existence, presence and/or occurrence of odor, noise, vibration, lighting or ventilation resulting from the transit activities (the "Transit Impacts" and any claim based on a Transit Impact, a "Transit Claim"). The Owners shall include in each lease or other occupancy agreement or in the contract of sale to any condominium or cooperative unit in the Owner Building (each, an "Occupancy Agreement") made with respect to any portion of the Owner Building (now existing or thereafter erected) a provision notifying the parties to such Occupancy Agreement that the Authority's transit uses may have Transit Impacts, and that Owners have waived and released on behalf of all the Owner Parties all Transit Claims by the Owner Parties against the Authority and/or the City, and that such waiver and release are covenants running with the land and bind all Owner Parties in perpetuity. The waiver and release provided by Article Twenty-Eighth of the Easement Volume Agreement shall not apply to any claims for personal injury or property damage arising out of transit activities by the Authority or its contractors or subcontractors (of any tier) in the Easement Volume or in the Station that consist of the Authority's ordinary daily use, operation, and/or maintenance of the transit station in the Easement Volume and the subway line appurtenant thereto that are unrelated to odor, noise, vibration, lighting or ventilation.

Sponsor has not been advised and makes no guarantee or representation as to whether the Authority will exercise its rights under the Easement Volume Agreement, or if the Authority does exercise its rights under the Easement Volume Agreement, when the Authority would exercise said rights. PURCHASERS ARE ADVISED TO REVIEW THE COMPLETE VOLUME EASEMENT AGREEMENT THAT IS CONTAINED IN PART II OF THE OFFERING PLAN AS SCHEDULE N.

General

Sponsor does not make any representations to the continued existence of any of the named establishments or transportation lines. Additionally, no representation is made that future construction in the neighborhood surrounding the Condominium will not result in the obstruction of the views from any windows and/or terrace.

Subsequent to the Sponsor Control Period, Sponsor makes no guarantee or representation as to the continued operation of any of the services or amenities disclosed in this Section of the Offering Plan.

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SCHEDULE A

609 2ND AVENUE CONDOMINIUM

609 2ND AVENUE, NEW YORK, NEW YORK, 10016

FIRST YEAR OF OPERATION

JANUARY 1, 2025 - DECEMBER 31, 2025

Unit Number	Floor Location	Unit Square Footage	*Unit Limited Common Element - Balcony Sq. Footage	*Unit Limited Common Element - Terrace Sq. Footage	*Total Square Footage with Balcony/Terrace	Type and Number of Rooms	Offering Price	Percentage of Common Interest		Monthly Common Charges	Annual Common Charges	**Estimated Monthly Real Estate Taxes	**Estimated Annual Real Estate Taxes	Estimated Monthly Common Charges and Real Estate Taxes	Estimated Annual Common Charges and Real Estate Taxes
								Residential	General						
Residential															
201	2	773	0	132	905	1BR/1BA	$1,700,000	1.6464%	1.5500%	$ 1,068.87	$ 12,826.44	$ 841.53	$ 10,098.38	$ 1,910.40	$ 22,924.82
202	2	533	0		533	0BR/1BA	$1,050,000	1.0888%	1.0250%	$ 706.83	$ 8,482.00	$ 556.50	$ 6,677.96	$ 1,263.33	$ 15,159.96
203	2	442	0		442	0BR/1BA	$975,000	0.9028%	0.8500%	$ 586.16	$ 7,033.86	$ 461.49	$ 5,537.82	$ 1,047.65	$ 12,571.68
204	2	610	0		610	1BR/1BA	$1,200,000	1.2461%	1.1731%	$ 808.96	$ 9,707.55	$ 636.89	$ 7,642.69	$ 1,445.85	$ 17,350.24
205	2	555	0		555	1BR/1BA	$1,100,000	1.1337%	1.0673%	$ 736.00	$ 8,832.04	$ 579.47	$ 6,953.60	$ 1,315.47	$ 15,785.64
301	3	773	0		773	1BR/1BA	$1,475,000	1.5790%	1.4865%	$ 1,025.08	$ 12,300.97	$ 807.08	$ 9,684.92	$ 1,832.16	$ 21,985.89
302	3	499	51		550	0BR/1BA	$1,075,000	1.0454%	0.9841%	$ 678.63	$ 8,143.55	$ 534.31	$ 6,411.72	$ 1,212.94	$ 14,555.27
303	3	444	0		444	0BR/1BA	$975,000	0.9060%	0.8538%	$ 588.78	$ 7,065.30	$ 463.57	$ 5,562.88	$ 1,052.35	$ 12,628.18
304	3	610	0		610	1BR/1BA	$1,200,000	1.2461%	1.1731%	$ 808.96	$ 9,707.55	$ 636.89	$ 7,642.69	$ 1,445.85	$ 17,350.24
305	3	555	0		555	1BR/1BA	$1,100,000	1.1337%	1.0673%	$ 736.00	$ 8,832.04	$ 579.47	$ 6,953.60	$ 1,315.47	$ 15,785.64
401	4	473	0		473	0BR/1BA	$975,000	0.9661%	0.9096%	$ 627.25	$ 7,527.05	$ 493.85	$ 5,926.22	$ 1,121.10	$ 13,453.27
402	4	499	51		550	0BR/1BA	$1,050,000	1.0454%	0.9841%	$ 678.63	$ 8,143.55	$ 534.31	$ 6,411.72	$ 1,212.94	$ 14,555.27
403	4	444	0		444	0BR/1BA	$975,000	0.9069%	0.8538%	$ 588.78	$ 7,065.30	$ 463.57	$ 5,562.88	$ 1,052.35	$ 12,628.18
404	4	610	0		610	1BR/1BA	$1,275,000	1.2461%	1.1731%	$ 808.96	$ 9,707.55	$ 636.89	$ 7,642.69	$ 1,445.85	$ 17,350.24
405	4	555	0		555	1BR/1BA	$1,175,000	1.1337%	1.0673%	$ 736.00	$ 8,832.04	$ 579.47	$ 6,953.60	$ 1,315.47	$ 15,785.64
501	5	769	0	101	870	1BR/1BA	$1,675,000	1.6224%	1.5274%	$ 1,053.29	$ 12,639.43	$ 829.26	$ 9,951.16	$ 1,882.55	$ 22,590.59
502	5	499	51		550	0BR/1BA	$1,075,000	1.0454%	0.9841%	$ 678.63	$ 8,143.55	$ 534.31	$ 6,411.72	$ 1,212.94	$ 14,555.27
503	5	444	0		444	0BR/1BA	$975,000	0.9069%	0.8538%	$ 588.78	$ 7,065.30	$ 463.57	$ 5,562.88	$ 1,052.35	$ 12,628.18
504	5	610	0		610	1BR/1BA	$1,275,000	1.2461%	1.1731%	$ 808.96	$ 9,707.55	$ 636.89	$ 7,642.69	$ 1,445.85	$ 17,350.24
505	5	566	0		566	1BR/1BA	$1,175,000	1.1562%	1.0885%	$ 750.62	$ 9,007.47	$ 590.95	$ 7,091.41	$ 1,341.57	$ 16,098.88
601	6	858	0		858	2BR/2BA	$1,675,000	1.7526%	1.6500%	$ 1,137.83	$ 13,653.96	$ 895.82	$ 10,749.88	$ 2,033.65	$ 24,403.84
602	6	1,052	51	111	1,214	2BR/2BA	$2,375,000	2.2317%	2.1010%	$ 1,448.84	$ 17,386.04	$ 1,140.66	$ 13,687.93	$ 2,589.50	$ 31,073.97
603	6	478	0		478	0BR/1BA	$975,000	0.9763%	0.9192%	$ 633.88	$ 7,606.50	$ 499.07	$ 5,988.86	$ 1,132.95	$ 13,595.36
604	6	610	0		610	1BR/1BA	$1,275,000	1.2461%	1.1731%	$ 808.96	$ 9,707.55	$ 636.89	$ 7,642.69	$ 1,445.85	$ 17,350.24
605	6	566	0		566	1BR/1BA	$1,175,000	1.1562%	1.0885%	$ 750.62	$ 9,007.47	$ 590.95	$ 7,091.41	$ 1,341.57	$ 16,098.88
701	7	858	0		858	2BR/2BA	$1,800,000	1.7526%	1.6500%	$ 1,137.83	$ 13,653.96	$ 895.82	$ 10,749.88	$ 2,033.65	$ 24,403.84
702	7	1,052	51		1,103	2BR/2BA	$2,300,000	2.1750%	2.0476%	$ 1,412.01	$ 16,944.15	$ 1,111.69	$ 13,340.25	$ 2,523.70	$ 30,284.40
703	7	478	0		478	0BR/1BA	$975,000	0.9763%	0.9192%	$ 633.88	$ 7,606.50	$ 499.07	$ 5,988.86	$ 1,132.95	$ 13,595.36
704	7	610	0		610	1BR/1BA	$1,175,000	1.2461%	1.1731%	$ 808.96	$ 9,707.55	$ 636.89	$ 7,642.69	$ 1,445.85	$ 17,350.24
705	7	566	0		566	1BR/1BA	$1,175,000	1.1562%	1.0885%	$ 750.62	$ 9,007.47	$ 590.95	$ 7,091.41	$ 1,341.57	$ 16,098.88
801	8	941	0		941	2BR/2BA	$1,875,000	1.9222%	1.8096%	$ 1,247.89	$ 14,974.67	$ 982.48	$ 11,789.79	$ 2,230.37	$ 26,764.46
802	8	1,052	51		1,103	2BR/2BA	$2,350,000	2.1750%	2.0476%	$ 1,412.01	$ 16,944.15	$ 1,111.69	$ 13,340.25	$ 2,523.70	$ 30,284.40
803	8	478	0		478	0BR/1BA	$975,000	0.9763%	0.9192%	$ 633.88	$ 7,606.50	$ 499.07	$ 5,988.86	$ 1,132.95	$ 13,595.36
804	8	610	0		610	1BR/1BA	$1,275,000	1.2461%	1.1731%	$ 808.96	$ 9,707.55	$ 636.89	$ 7,642.69	$ 1,445.85	$ 17,350.24
805	8	566	0		566	1BR/1BA	$1,175,000	1.1562%	1.0885%	$ 750.62	$ 9,007.47	$ 590.95	$ 7,091.41	$ 1,341.57	$ 16,098.88
901	9	941	0		941	2BR/2BA	$1,875,000	1.9222%	1.8096%	$ 1,247.89	$ 14,974.67	$ 982.48	$ 11,789.79	$ 2,230.37	$ 26,764.46
902	9	1,052	51		1,103	2BR/2BA	$2,350,000	2.1750%	2.0476%	$ 1,412.01	$ 16,944.15	$ 1,111.69	$ 13,340.25	$ 2,523.70	$ 30,284.40
903	9	478	0		478	0BR/1BA	$975,000	0.9763%	0.9192%	$ 633.88	$ 7,606.50	$ 499.07	$ 5,988.86	$ 1,132.95	$ 13,595.36

*Limited Common Elements and Cellar Space are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building.

** Projected real estate taxes are projections for the first year of operations and real estate taxes may significantly increase in subsequent years after construction is complete and the Property is fully asssessed.

SCHEDULE A

609 2ND AVENUE CONDOMINIUM

609 2ND AVENUE, NEW YORK, NEW YORK, 10016

FIRST YEAR OF OPERATION

JANUARY 1, 2025 - DECEMBER 31, 2025

Unit Number	Floor Location	Unit Square Footage	*Unit Limited Common Element - Balcony Sq. Footage	*Unit Limited Common Element - Terrace Sq. Footage	*Total Square Footage with Balcony/Terrace	Type and Number of Rooms	Offering Price	Percentage of Common Interest		Monthly Common Charges	Annual Common Charges	**Estimated Monthly Real Estate Taxes	**Estimated Annual Real Estate Taxes	Estimated Monthly Common Charges and Real Estate Taxes	Estimated Annual Common Charges and Real Estate Taxes
								Residential	General						
904	9	610	0		610	1BR/1BA	$ 1,195,000	1.2461%	1.1731%	$ 808.96	$ 9,707.55	$ 636.89	$ 7,642.69	$ 1,445.85	$ 17,350.24
905	9	566	0		566	1BR/1BA	$ 1,175,000	1.1562%	1.0885%	$ 750.62	$ 9,007.47	$ 590.95	$ 7,091.41	$ 1,341.57	$ 16,098.88
1001	10	941	0		941	2BR/2BA	$ 1,875,000	1.9222%	1.8096%	$ 1,247.89	$ 14,974.67	$ 982.48	$ 11,789.79	$ 2,230.37	$ 26,764.46
1002	10	1,052	51		1,103	2BR/2BA	$ 2,375,000	2.1750%	2.0476%	$ 1,412.01	$ 16,944.15	$ 1,111.69	$ 13,340.25	$ 2,523.70	$ 30,284.40
1003	10	478	0		478	0BR/1BA	$ 975,000	0.9763%	0.9192%	$ 633.88	$ 7,606.50	$ 499.07	$ 5,988.86	$ 1,132.95	$ 13,595.36
1004	10	610	0		610	1BR/1BA	$ 1,275,000	1.2461%	1.1731%	$ 808.96	$ 9,707.55	$ 636.89	$ 7,642.69	$ 1,445.85	$ 17,350.24
1005	10	566	0		566	1BR/1BA	$ 1,175,000	1.1562%	1.0885%	$ 750.62	$ 9,007.47	$ 590.95	$ 7,091.41	$ 1,341.57	$ 16,098.88
1101	11	941	0		941	2BR/2BA	$ 1,875,000	1.9222%	1.8096%	$ 1,247.89	$ 14,974.67	$ 982.48	$ 11,789.79	$ 2,230.37	$ 26,764.46
1102	11	681	0		681	1BR/1BA	$ 1,375,000	1.3911%	1.3096%	$ 903.09	$ 10,837.10	$ 711.02	$ 8,532.25	$ 1,614.11	$ 19,369.35
1103	1	1,261	0	211	1,472	2BR/2BA	$ 2,900,000	2.6836%	2.5264%	$ 1,742.19	$ 20,906.28	$ 1,371.67	$ 16,459.98	$ 3,113.86	$ 37,366.26
1104	11	596	0		596	1BR/1BA	$ 1,275,000	1.2175%	1.1461%	$ 790.34	$ 9,484.12	$ 622.27	$ 7,467.28	$ 1,412.61	$ 16,951.40
1201	12	941	0		941	2BR/2BA	$ 1,975,000	1.9222%	1.8096%	$ 1,247.89	$ 14,974.67	$ 982.48	$ 11,789.79	$ 2,230.37	$ 26,764.46
1202	12	681	0		681	1BR/1BA	$ 1,375,000	1.3911%	1.3096%	$ 903.09	$ 10,837.10	$ 711.02	$ 8,532.25	$ 1,614.11	$ 19,369.35
1203	12	1,220	92		1,312	2BR/2BA	$ 2,800,000	2.5391%	2.3904%	$ 1,648.41	$ 19,780.86	$ 1,297.80	$ 15,573.55	$ 2,946.21	$ 35,354.41
1204	12	596	0		596	1BR/1BA	$ 1,275,000	1.2175%	1.1461%	$ 790.34	$ 9,484.12	$ 622.27	$ 7,467.28	$ 1,412.61	$ 16,951.40
1401	13	941	0		941	2BR/2BA	$ 1,975,000	1.9222%	1.8096%	$ 1,247.89	$ 14,974.67	$ 982.48	$ 11,789.79	$ 2,230.37	$ 26,764.46
1402	13	681	0		681	1BR/1BA	$ 1,475,000	1.3911%	1.3096%	$ 903.09	$ 10,837.10	$ 711.02	$ 8,532.25	$ 1,614.11	$ 19,369.35
1403	13	1,178	87		1,265	2BR/2BA	$ 2,800,000	2.4507%	2.3072%	$ 1,591.03	$ 19,092.37	$ 1,252.64	$ 15,031.67	$ 2,843.67	$ 34,124.04
1404	13	596	0		596	1BR/1BA	$ 1,275,000	1.2175%	1.1461%	$ 790.34	$ 9,484.12	$ 622.27	$ 7,467.28	$ 1,412.61	$ 16,951.40
1501	14	941	0		941	2BR/2BA	$ 1,975,000	1.9222%	1.8096%	$ 1,247.89	$ 14,974.67	$ 982.48	$ 11,789.79	$ 2,230.37	$ 26,764.46
1502	14	681	0		681	1BR/1BA	$ 1,475,000	1.3911%	1.3096%	$ 903.09	$ 10,837.10	$ 711.02	$ 8,532.25	$ 1,614.11	$ 19,369.35
1503	14	1,136	82		1,218	2BR/2BA	$ 2,800,000	2.3624%	2.2240%	$ 1,533.66	$ 18,403.88	$ 1,207.48	$ 14,489.79	$ 2,741.14	$ 32,893.67
1504	14	596	0		596	1BR/1BA	$ 1,375,000	1.2175%	1.1461%	$ 790.34	$ 9,484.12	$ 622.27	$ 7,467.28	$ 1,412.61	$ 16,951.40
PH1	15	1,378	0	1,044	2,422	2BR/2BA	$ 3,975,000	3.3482%	3.1519%	$ 2,173.53	$ 26,082.37	$ 1,711.25	$ 20,535.03	$ 3,884.78	$ 46,617.40
PH2	16	1,335	187		1,522	2BR/2BA	$ 3,275,000	2.8229%	2.6572%	$ 1,832.39	$ 21,988.66	$ 1,442.66	$ 17,311.95	$ 3,275.05	$ 39,300.61
PH3	17	1,292	179		1,471	2BR/2BA	$ 3,275,000	2.7308%	2.5707%	$ 1,772.74	$ 21,272.86	$ 1,395.68	$ 16,748.14	$ 3,168.42	$ 38,021.00
PH4	18	1,249	172		1,421	2BR/2BA	$ 3,275,000	2.6394%	2.4846%	$ 1,713.37	$ 20,560.38	$ 1,348.96	$ 16,187.47	$ 3,062.33	$ 36,747.85
Residential Units Subtotal		48,253	1207	1599	51,059		$ 105,070,000	100.0000%	94.1428%	$ 64,920.29	$ 779,043.48	$ 51,112.54	$ 613,350.95	$ 116,032.82	$ 1,392,394.43
										0					
Commercial		3,013	0		3,013	N/A			5.8572%	$ 4,039.09	$ 48,469.06	$ 6,210.17	$ 74,522.00	$ 10,249.26	$ 122,991.06
TOTAL		**51,266**	**1,207**	**1,599**	**54,072**		**$ 105,070,000**	**100.0000%**	**100.0000%**	**$ 68,959.38**	**$ 827,512.53**	**$ 57,322.71**	**$ 687,872.95**	**$ 126,282.08**	**$ 1,515,385.49**

*Limited Common Elements and Cellar Space are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building.

** Projected real estate taxes are projections for the first year of operations and real estate taxes may significantly increase in subsequent years after construction is complete and the Property is fully asssessed.

FOOTNOTES TO SCHEDULE A

1. Sale prices are as of date of initial acceptance for filing of the Offering Plan by the Attorney General's Office. No change in the sales prices will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Plan at any time during the offering where a reduction in sales price does not constitute a general offering but is rather the result of an individually negotiated Residential Unit purchase. See Section XI of the Offering Plan as to other terms of the offering which are negotiable. See Section XVII of the Offering Plan for estimated Closing Costs and Adjustments, which costs are in addition to the sale prices set forth herein. The number of rooms in each Residential Unit is based upon standard Department of Buildings requirements. Purchasers should refer to Schedule A as to the Residential Units that include appurtenant facilities to the Residential Units as an Individual Residential Unit's Limited Common Element for the exclusive use of the Residential Unit Owner. Terraces, balconies, and roof terraces may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the building. The Cellar Space may not be used for sleeping or a dining room. The cellar has less light and air than ordinary living space and it may be more susceptible to dampness.

2. Purchasers of a Residential Unit should refer to the floor plans in Schedule G-2 of Part II of the Plan for details of each type of Residential Unit. The approximate square foot area of each Residential Unit and Commercial Unit, are measured as follows: (a) Measured horizontally, the Unit area is measured from the exterior face of exterior walls adjacent to the Unit to the centerline of the demising wall between Units, corridors, elevators and stairs. (b) Residential Unit (PH) area on 15ht – 18th Floors will be the entire floor area without the common egress stair on each floor. (c) Measured vertically, the Units will consist of the volume from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above. (d) Common elements which fall within the boundaries of the Unit are not deducted from the square foot area of the Unit but are not part of the Unit.

   Due to the method of the measurement of the Residential Units from the outermost extent of exterior walls, the areas are not based upon measurements from interior surfaces of interior walls, and the actual living area comprising the Residential Unit is significantly less than the area listed in Schedule A. The areas displayed in Schedule A consist of habitable and non-habitable space. Any non-habitable space appurtenant to a Residential Unit may not be legally used as a bedroom or sleeping area and to do so may result in the issuance of a building code violation. Purchasers should further note that a Purchaser will not be entitled to a credit, offset or reduction in the purchase price for Purchaser's Residential Unit or otherwise be relieved of any obligations under the Purchase Agreement by virtue of a minor change, inaccuracy, or error in the floor plans of an increase or decrease of an immaterial amount. A decrease in a Residential Unit's area of five (5%) percent or less will not affect a Purchaser's obligations unless such a decrease is

determined to be a material change. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material.

3. The Percentage of Common Interest of each Unit has been 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 overall dimensions of the particular Unit. Said method of determining the Percentage of Common Interest in a condominium complies with and is pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York. This Percentage of Common Interest determines the amount each of said Unit Owners will pay for their Common Charges, subject to the provisions of Section 339-m of the Real Property Law of the State of New York. As provided for in Section 339-m of The Real Property Law of the State of New York, the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements, General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Element that is the Condominium's obligation to repair and maintain, in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. As a result, the Residential Units shall pay all costs applicable to the Residential Area, General Residential Units' General Limited Common Elements and any other Common Expenses that solely benefit the Residential Units based upon their Residential Unit's Residential Interest as reflected in Schedule A. In the event of any dispute relating to the expenses to be borne by a Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XIII of the By-Laws. Based upon final specifications, construction conditions and/or "as-built" Plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of the Percentage of Common Interest and may justify a minor increase or decrease in the aggregate of the Percentage of Common Interest and Residential Unit's Residential Interest appurtenant to Units. In such an event, the Percentage of Common Interest and Residential Unit's Residential Interest appurtenant to each individual Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect such a change in the Percentage of Common Interests and Residential Unit's Residential Interest and to amend the Plan so as to reflect the same. In no event, however, will the Percentage of Common Interest and Residential Unit's Residential Interest of any Residential Unit be increased or decreased as a result of any of the foregoing a material amount without the written consent of any Purchaser in contract for a Residential Unit affected.

4. Common Charges have been estimated by the Sponsor and include fire and liability insurance for the Units and Common Elements and maintenance and operation of the General Common Elements, General Residential Units' Limited Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, as necessary.

Common Charges exclude repair and decoration to the inside of a Unit, utilities for each Unit and insurance for personal belongings. See Schedule C for estimated heating and electrical costs for the Units.

5. Real Estate Tax estimates were provided to the Sponsor by the law firm of Korngold Powers LLP, Counselors at Law ("Real Estate Tax Counsel") with offices located at 60 East 42nd Street, Suite 4600, New York, New York 10165 based upon information provided to them by the Sponsor. A copy of their Opinion Letter is contained in Section XXIV of the Offering Plan.

The assessed value of the Units is determined by the City of New York. Taxes may increase in subsequent years if the tax rates increase. The estimated monthly real estate taxes are based on an average of the estimated real estate taxes payable with respect to the Residential Units for the first year of Condominium operation, and the estimated monthly real estate taxes for any particular month will be different depending on which tax year the month falls.

In view of the fact the projected real estate taxes for the first year of operation contained in Schedule A are based on an assessment of the Building before construction is complete real estate taxes may increase materially when the Building is reassessed after construction is complete.

Real Property Tax Law Section 581 provides that condominium units shall be assessed for tax purposes as if the building was comparable rental property. As such the New York City Department of Finance ("DOF") is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore, the prices that are set in any condominium offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. The Residential Units of the Property will be designated by the DOF as a Tax Class 2 property (residential rental, condominium, or cooperative properties larger than 3 units) and the Non-Residential Units will be designated as a Class 4 property and will pay on the class 4 rate. The 2022/2023 tax class 2 residential tax rate has been set at $12.267 for each $100 of assessed valuation and the tax class 4 commercial tax rate has been set at $10.646 for each $100 of assessed valuation.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between one year and the next is phased in over a five-year period in equal installments. The five-year phase in does not apply to new construction or other increases due to physical improvements to the property. Increases due to such physical improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation. Based on Sponsor's construction schedule it is expected there will be a further increase in value for the 2024/2025 through 2025/2026 Real Estate Tax periods as a result of the new construction which will be placed on the assessment roll immediately and not subject to the five-year phase in. In future

years, part of the increases is projected in assessed value and will likely result in the taxable assessment being increased and based on a phased-in transition assessed value.

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

In June of 2023, the New York State Legislature passed legislation extending property tax abatements for homeowners in New York City cooperatives and condominiums through July 31, 2027 at the rate of 17.5% with buildings with average assessments greater than $60,000 per unit and a greater percentage for buildings with a lesser average per unit. Assuming the post construction assessed value is set as estimated in the tax opinion letter in Section XXIV, the abatement for eligible unit owners would be set at 17.5% of the annual taxes. A unit owner must acquire title by January 5 and an application must be timely filed with the New York City Department of Finance to be possibly eligible for the abatement for the successive tax year. The law makes additional changes from the original abatement law which will eliminate such abatement benefits for units which are not the primary residence of the owner. The law further limits the benefits to a Unit Owner to a maximum of three units in the building, one of which must be the primary residence of the unit owner. Units owned by limited liability companies and corporations are not eligible. In September of 2021, an amendment to the then existing condo abatement law which would require certain buildings to pay a prevailing wage to all building service workers in order to be eligible for this condo abatement was enacted. It is unknown at this time if the unit owners will have acquired their ownership interests at a point in time by which they will be eligible to apply for this abatement or if this law will be reenacted. The residential unit owners will not qualify for the abatement unless a prevailing wage is paid to all service workers who are employed at the property for 8 hours or more per week. The building must file an affidavit prepared by the Department of Finance stating whether or not they are eligible for this condo abatement. Therefore, in predicting the taxes on this building this tax abatement benefit has not been taken into consideration. Unit owners are advised to be aware of various filing deadlines that may be included in the renewed law as well as possible changes in the level of abatement and eligibility.

Purchasers are further cautioned that it is likely that there may not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective.

Predicated upon the above and the opinion letter contained in Section XXIV, it is estimated that the total taxable assessed value for the Residential Units for the

initial budget year of January 1, 2025 through December 31, 2025 will be $4,500,000 and for the first post construction tax year of 2025/2026, the assessed value of the Residential Units is estimated to be $6,500,000. It is further estimated that the total taxable assessed value for the Commercial Unit for the initial budget year of January 1, 2025 through December 31, 2025 will be $350,000 and for the first post construction year of 2025/2026, the assessed value of the retain units will be $450,000.

Therefore, assuming the tax rates remain at the same level as currently set, it is estimated the real estate taxes prior to any abatements or exemptions for the initial budget year January 1, 2025 through December 31, 2025 and the post construction tax year of July 1, 2025 through June 30, 2026.

Residential Units

January 1, 2025 through June 30, 2025 (6 months of 2024/2025 Tax Year)

Assessed Value	Tax Rate	Tax
$3,500,000	12.26%	$214,673

July 1, 2025 through December 31, 2025 (6 months of 2024/2025 Tax Year)

Assessed Value	Tax Rate	Tax
$6,500,000	12.267%	$398,678

Commercial Unit

January 1, 2025 through June 30, 2025 (6 months of 2024/2025 Tax Year)

Assessed Value	Tax Rate	Tax
$250,000	10.646%	$26,615

July 1, 2025 through December 31, 2025 (6 months of 2025/2026 Tax Year)

Assessed Value	Tax Rate	Tax
$450,000	10.646%	$47,907

Estimated Initial Residential Budget Year Tax	$613,351
Estimated Post Construction Residential Tax Year Tax	$797,356
Estimated Initial Commercial Budget Year Tax	$ 74,522
Estimated Post Construction Commercial Tax Year Tax	$ 95,814

No warranty, guaranty or assurance is given that:

(1) Any projected or estimated amount set forth above including, without limitation, the estimates of the Property's assessed valuation during the first year of Condominium operation; the estimates of the portions of such assessed valuations that will be allocable to the Units; the tax rate that will be in effect during the first year; will approximate the actual amount.

(2) DOF will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by Real Estate Tax Counsel for such purpose, or that DOF will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above.

The real estate tax assessments and taxes for the initial and post construction years cover a period three years into the future. No guarantee can be made as to what the real estate taxes will be at any future date. In no event will Sponsor, Sponsor's counsel, or any offerors hereunder be liable to any Purchaser under this Plan, nor will any Purchaser have the right to rescind the Purchaser's Purchase Agreement, in the event the actual taxes differ from those projected.

See "Real Estate Taxes" in Part I of this Offering Plan and the opinion of Real Estate Tax Counsel, both of which are set forth in Part I of the Offering Plan.

Although the aforesaid estimate of Actual Assessed Valuation is a good faith estimate, it is not possible to estimate the same with any degree of certainty. Assessed valuations, when actually made, may be lesser or greater based on interpretation of the administrative code and the applicable rules and regulations of the City of New York. The estimates are not intended and should not be construed as warranties as to future assessed valuations of the Property.

In view of the fact the Building will not be complete during the 2024/2025 tax year it is possible the actual assessed real estate taxes may be materially higher than projected as a result of the fact New York City Department of Finance are notoriously inconsistent in assessing properties during the course of construction.

After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units.

Pursuant to Tax Act, the real estate taxes payable by a Residential Unit Owner which are assessed against their Residential Unit by any governmental taxing authority, are a proper deduction in connection with Federal Income Taxes payable by such Residential Unit Owner to a maximum of $10,000. In the event a Purchaser of a Residential Unit obtains a mortgage, the interest payable on a maximum mortgage of $750,000 will be deductible for Federal income tax purposes provided the Residential Unit will be the Purchaser's principal residence.

Any projected tax deduction (where applicable) may vary in future years due to changes in the interest rate on the Unit Owner's mortgage (if any) or from changes

in the allocation of constant debt service payments to interest and principal, or due to changes in real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, the tax rate or the method of assessing real property.

See Section XXII for a full discussion of the real estate taxes applicable to the Units.

6. The Sponsor is not offering and has not procured mortgage financing. As a result, the projected monthly carrying charges for financing have not been included in Schedule A. In the event a Purchaser obtains a mortgage, a Purchaser's monthly carrying charges will increase. Any Purchaser who applies for a mortgage from a lending institution should check with that institution as to the monthly mortgage costs as well as any Closing Costs that the Purchaser will be obligated to pay the lending institution.

609 2ND AVENUE CONDOMINIUM

Schedule A-1: Purchase Prices for Storage Space Licenses and Related Information for the Projected First Year of Condominium Operation (January 1, 2025 through December 31, 2025)

Storage Space Number	Storage Space Location	Storage Space Approx. Square Feet	Storage Space Pro-Rata Square Footage	Storage Space Offering Price	*License Fee Per Month	License Fee Per Year
1	Cellar	11	14.29	$22,600.00	$14.17	$ 170.04
2	Cellar	11	14.29	$19,600.00	$14.17	$ 170.04
3	Cellar	11	14.29	$15,600.00	$14.17	$ 170.04
4	Cellar	12	15.57	$18,000.00	$15.32	$ 184.56
5	Cellar	32	41.56	$20,000.00	$41.22	$ 494.64
TOTAL		**77**	**100**	**$95,800.00**	**$99.05**	**$1,189.32**

*Each Residential Unit Owner who has entered into a License Agreement for a Storage Space will be required to pay a monthly License Fee to the Condominium to cover the costs associated solely with the Storage Spaces and Storage Space Area as determined by the Board of Managers. The Board of Managers shall have the right to increase or decrease said amount as required by the costs associated solely with services applicable to the Storage Spaces and Storage Space Area. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Space and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space as and the overall square footage of all the Storage Spaces as reflected above. As long as the Sponsor retains at least one (1) Storage Space in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent, increase the License Fees applicable to the Storage Spaces more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in costs associated solely for the Storage Spaces and/or Storage Area evidencing the need for an increase greater than ten (10%) percent. Said License Fees associated with the Storage Spaces shall be in addition to the Common Charges and any Special Assessments charged to any Residential Unit Owner. All structural repairs of the Storage Spaces and all repairs and maintenance of the Storage Space Areas shall be the responsibility of the Condominium as a Common Expense, subject to the provisions of Article XII of the Condominium By-Laws. All general maintenance and repairs of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space.

VI. SCHEDULE B

609 2ND AVENUE CONDOMINIUM

PROJECTED BUDGET FOR FIRST YEAR OF OPERATION

January 1, 2025 through December 31, 2025

INCOME

(1) COMMON CHARGES – RESIDENTIAL	$ 804,260.38
(1) COMMON CHARGES - COMMERCIAL	$ 23,252.15
(2) LICENSE FEES STORAGE LICENSES	$ 1,190.16
TOTAL INCOME	$ 828,702.69

EXPENSES

	Total	Residential	Commercial
(3) LABOR	$ 523,420.04	$ 511,596.84	$ 11,823.20
(4) ELECTRICITY	$ 37,441.74	$ 37,441.74	$ 0.00
(5) GAS	$ 22,354.50	$ 22,354.50	$ 0.00
(6) WATER CHARGES & SEWER RENTS	$ 34,169.25	$ 34,169.25	$ 0.00
(7) REPAIRS, MAINTENANCE & SUPPLIES	$ 25,000.00	$ 23,535.70	$ 1,464.30
(8) SERVICE CONTRACTS	$ 56,280.00	$ 52,983.58	$ 3,296.42
(9) INSURANCE	$ 51,347.00	$ 48,339.51	$ 3,007.49
(10) MANAGEMENT FEE	$ 55,000.00	$ 51,778.55	$ 3,221.45
(11) LEGAL AND AUDIT FEES	$ 7,500.00	$ 7,060.71	$ 439.29
(12) RESERVE FUND	$ 15,000.00	$ 15,000.00	$ 0.00
TOTAL OPERATING EXPENSES	$ 827,512.53	$ 804,260.38	$ 23,252.15

* In the event the actual first year budget differs from the actual commencement of the budget year by six (6) months or more, Sponsor will amend the Offering Plan to include a revised budget. See explanatory footnotes. If amended projections exceed the original projections by twenty-five (25%) percent or more, the Sponsor will offer all Purchasers the right to rescind their Purchase Agreement and have their Deposits returned, with interest, if any within a reasonable period of time that is not less than fifteen (15) days. In addition, in the event the estimated commencement date of the first year of operation of the Condominium is delayed by twelve (12) months or more, Purchasers will be offered a right of rescission unless Purchaser enters into a Purchase Agreement subsequent to an amendment disclosing a revised estimated date of the first Closing. In such an event the Purchaser will be offered a right of rescission by an amendment to the Offering Plan if the estimated date of the Closing of the first Residential Unit is delayed by twelve (12) months or more from the estimated date disclosed in the amendment.

FOOTNOTES TO PROJECTED BUDGET

1. **COMMON CHARGES**

These amounts represent the total Common Charges to be levied against, and collected from, the Unit Owners during the anticipated First Year of Condominium Operation. The Common Charges will be utilized by the Condominium Board to defray the operational expenses of the Condominium.

Purchasers should note that the projected Common Charges do not include certain costs for which a Unit Owner is responsible such as (where applicable) repairs to the interior of the Residential Unit, separately metered electricity, hot water, heat, air conditioning and cable television service. Purchasers should refer to Schedule B-1 for individual utility costs that are not part of the Common Charges. As provided for in Section 339-m of The Real Property Law of the State of New York, the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements, General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Element that is the Condominium's obligation to repair and maintain, in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. As a result, the Residential Units shall pay all costs applicable to the Residential Area, General Residential Units' General Limited Common Elements and any other Common Expenses that solely benefit the Residential Units based upon their Residential Unit's Residential Interest as reflected in Schedule A. In the event of any dispute relating to the expenses to be borne by a Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XIII of the By-Laws.

2. **LICENSE FEES – STORAGE**

There will be five (5) Storage Spaces that are being offered to a Purchaser of a Residential Unit subject to a License Agreement. The Condominium will charge a License Fee for the use of the individual Storage Spaces as reflected in Schedule A-1. Each Storage Space Licensee will be charged a monthly License Fee. The monthly Storage Space License Fees projected herein are based upon estimated expenses associated solely with the Storage Spaces and Storage Space Area for the twelve (12) month period commencing January 1, 2025. The Residential Common Charges will be offset by the income derived by the License Fees for a Storage Space.

The License Fees for a Storage Space will be subject to increases based on the percentage increase in subsequent budgets approved by the Board of Managers or as otherwise determined as the Board of Managers deems necessary in its discretion related solely to the Storage Spaces and Storage Space Area. Any increase or decrease in the monthly License Fee payable by a Licensee of a

Storage Space shall be limited solely to expenses associated with the Storage Space and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space as reflected in Schedule A-1 and the overall square footage of all the Storage Spaces. As long as the Sponsor retains at least one (1) Storage Space in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent increase the License Fees applicable to the Storage Spaces more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in costs associated solely for the Storage Spaces and/or Storage Area evidencing the need for an increase greater than ten (10%) percent.

3. **SALARIES INCLUDING PAYROLL, TAXES, AND BENEFITS**

All building staff will be provided by Monarch Realty Group Holdings, LLC, a 3rd party company and the Managing Agent for the Condominium. As a result, the Condominium will not have any direct employees on their payroll. Staffing will include one (1) full-time superintendent, two (2) full-time porters and four (4) full-time concierges providing twenty-four seven (24/7) coverage inclusive of all labor costs. Staffing is outlined under "Service Contracts." Purchasers should note that pursuant to the Administrative Code of the City of New York (the "Administrative Code") Section 27-052, et. seq. in the event a Building has 9 or more rental units (1) the owners perform the janitorial services on their own (2) a full-time superintendent who resides in the building or within 200 feet of the building; or (3) a janitorial service approved by the Department of Buildings available 24 hours per day. Purchasers and Residential Unit Owners should note that this provision of the Administrative Code is applicable to rental buildings only. In addition pursuant to a New York Court the statutory janitorial residency requirements do not apply to multiple dwellings whose owners personally reside in the premises and that in a Condominium the Board of Managers of the Condominium would qualify as a resident owner and therefore would meet the requirements of Section 1 above (see Hatcher v. Bd. of Managers of 420 W. 23rd St. Condo., 2007 NY Slip Op 3750, 39 A.D.3d 436, 835 N.Y.S.2d 112 (App. Div.) and Hatcher v. Bd. of Managers, 12 Misc.3d 78 at 80, 819 N.Y.S.2d 374 [2006]). The Condominium will use option 1 of Section 27-052 above. Individual Residential Unit Owners will be responsible for the following janitorial services: taking out household refuse for removal by the New York City Department of Sanitation and sweeping, vacuuming, mopping and/or dusting the Common Elements immediately in front of their Residential Unit. All other services of the Condominium will be contracted for and performed by independent contractors who are not employees of the Condominium on an as needed basis. In addition, the Managing Agent will provide a 24/7 call in line that will meet emergency situations. Such staffing complies with all applicable housing and labor laws. It is expected that the staff will be paid Prevailing Wage and will comply with all NYS Labor Law. The labor costs included in this line item will be paid to the Managing Agent who will employ the Part-Time Super/Porter on behalf of the Condominium.

4. **ELECTRICITY**

Based on an estimate from TSF Engineering, PC, with offices located at 200 Park Avenue South, Suite 520, New York, New York 10003, it is anticipated that light and power and heat for the Common Elements as well as the mechanical equipment will be at an approximate annual cost of $53,488.20. Based on the budget expert's experience in managing new construction Condominiums, the electrical projections in the Schedule B budget have been reduced from those set forth in the utility estimate letter by 30% due to the fact that the Buildings are not expected to be fully occupied during said period and the mechanical equipment will be underutilized. As it is not anticipated that any services will be inoperable, the expected usage of components contributing to the total electric cost to be used is approximately 30% less than projections contained in the utility estimate letter set forth in Schedule C, which assumes full occupancy for the entire first year of operations. The 30% reduction is derived from the projected absorption rate and ramp up of occupancy in the first year, thus reducing the usage of each mechanical that contributes to the total budgeted amount for electricity. It is anticipated that the utility expense may increase upon full occupancy of the Buildings to coincide with the anticipated costs set forth in the utility estimate letter. The current budget reflects a projection of $37,441.74. Con Edison Electric costs are based on a rate of $0.2297/KWH. Sponsor has added an inflationary factor to said amount. Purchasers can expect that the common electrical costs will increase as the Building becomes fully occupied.

Electricity shall be supplied to all Residential Units directly through a Con Edison meter for each Residential Unit. The cost of electricity consumed for use in order to operate HVAC Systems in each such Residential Unit or any Residential Limited Common Elements will be charged accordingly based on individual usage by each particular Residential Unit**.**

It is not possible to predict whether the budgeted figure will reflect the actual cost to be incurred during the first year of Condominium operation due to the level of consumption being an estimate. Many factors affect the cost of electricity, including the cost of oil used to generate electricity, which cost has been highly volatile and unpredictable. In recent years, electric rates have been increasing steadily.

Purchasers should refer to Schedule C for estimated individual electrical costs applicable to the different types of Residential Units.

5. **GAS**

Based on an estimate from TSF Engineering, PC, with offices located at 200 Park Avenue South, Suite 520, New York, New York 10003, it is anticipated that gas for the Common Elements will be at an approximate annual cost of $31,935.00. Based on the budget expert's experience in managing new construction Condominiums, the gas projections in the Schedule B budget

have been reduced from those set forth in the utility estimate letter by 30% due to the fact that the Buildings are not expected to be fully occupied during said period and the mechanical equipment will be underutilized. As it is not anticipated that any services will be inoperable, the expected usage of components contributing to the total gas cost to be used is approximately 30% less than projections contained in the utility estimate letter set forth in Schedule C, which assumes full occupancy for the entire first year of operations. The 30% reduction is derived from the projected absorption rate and ramp up of occupancy in the first year, thus reducing the usage of each mechanical that contributes to the total budgeted amount for gas. It is anticipated that the gas expense may increase upon full occupancy of the Building to coincide with the anticipated costs set forth in the gas estimate letter. The current budget reflects a projection of $22,354.50. Con Edison Gas costs are based on a rate of $1.91/Therm. Sponsor has added an inflationary factor to said amount. Purchasers can expect that the common gas costs will increase as the Building becomes fully occupied.

Con Edison will supply two (2) gas lines to the building. One (1) gas line and meter to service the generator only on the main roof. One (1) gas line and two (2) meters to service the residential common gas-fired hot water heaters and cooking.

Gas service usage will be metered by Con Edison and the cost will be paid by the Condominium Board as Residential Common Expense.

It is not possible to predict whether the budgeted figure will reflect the actual cost to be incurred during the first year of Condominium operation due to the level of consumption being an estimate. Many factors affect the cost of electricity, including the cost of oil used to generate electricity, which cost has been highly volatile and unpredictable. In recent years, electric rates have been increasing steadily.

Purchasers should refer to Schedule C for estimated individual gas costs applicable to the different types of Residential Units.

6. **WATER AND SEWER**

Based on an estimate from TSF Engineering, PC, with offices located at 200 Park Avenue South, Suite 520, New York, New York 10003, it is anticipated that water and sewer charges for the Residential Units and all Common Elements, will be approximately $45,559 based on a combined water and usage charge of $13.54 per HCF. This price per HCF is reflective of the current market. In addition, an increase of 10% was used to reflect an inflation increase for HCF. Based on the budget experts experience in managing new construction Condominiums, the water/sewer projections have been reduced by 25% to reflect the ramp up of occupancy in the first year. The current budget reflects a projection of $34,169.25.

The projected rates are not guaranteed, and it must be expected that these rates may increase with the passage of time and could be affected by many factors, which are beyond the control of the Sponsor. Actual consumption will be metered

and will vary based on the personal needs of the occupants and weather conditions.

7. **REPAIRS AND MAINTENANCE**

This estimate includes painting, maintenance and repair costs of Common Elements and Residential Common Elements only. Residential Unit Owners will be responsible for the cost of repairs and painting in the interiors of their Residential Units. This estimate also includes the estimated annual cost of services and supplies (excluding service contracts) provided to and for the benefit of the Residential Units.

Supplies and Hardware	$ 10,000
Plumbing	$ 5,000
Electrical	$ 2,500
Elevators	$ 2,500
General Repairs	$ 2,500
Plastering/Painting	$ 2,500
Total	$ 25,000

This estimate is based on the experience of Sponsor's budget expert, Monarch Realty Group Holdings, LLC., in operating comparable buildings. The intercom system is subject to a one (1) year warranty and there will not be any costs for repairs and maintenance to the Condominium for the first year of operation.

8. **SERVICE CONTRACTS**

This estimate includes the cost of various services used in or for the Common Elements as follow:

HVAC & Mechanical	$ 14,000
Hot Water Heaters	$ 3,500
Elevators	$ 14,280
Fire Suppression/Alarm Systems	$ 6,500
Fitness Room Equipment Service	$ 2,500
Exterminating	$ 4,500
Younity/Package/Virtual Access	$ 6,000
Landscaping	$ 5,000
Total	$ 56,280

No maintenance or service contracts have been entered into as of the Filing Date of the Plan. The budgeted amounts are based on recent estimates received from contractors and the experience of Sponsor's budget expert, Monarch Realty Group Holdings, LLC, in operating comparable buildings. While this Schedule B includes a reasonable allowance for possible increases in cost, which may occur prior to and during the First Year of Condominium Operation, no warranty or guarantee is

made that the actual cost for these services or other services will be in accordance with this projection.

9. **INSURANCE**

The insurance premiums are based on a letter from Peace of Mind Insurance located at 2 Skillman Street, Brooklyn, New York 11205. The fire, casualty and general liability are on the terms set therein:

Building Limit:	$35,700,000 all risk, 100% replacement cost, no co-insurance
Rent Loss:	Actual loss up to 12 months
Deductible:	$2,500
Liability:	$1,000,000 per occurrence, $2,000,000 aggregate
Directors and Officers Coverage:	
Fidelity Bond:	
Boiler and Machinery Coverage:	
Workers Compensation:	
Excess Liability:	$1,000,000 coverage

The special cause loss and general liability insurance carried by the Condominium on a single entity basis, extending coverage of like kind and quality as original will provide: that each Residential Unit Owner is an additional insured party; that there will be no cancellation without notice to the Condominium Board; a waiver of subrogation; a waiver of invalidity because of acts of the insured and Residential Unit Owners; and a waiver of pro-rata reduction if Residential Unit Owners obtain additional coverage.

This coverage does not include claims for personal injury or property damage resulting from occurrences in individual Residential Units or any Common Elements exclusive to such Residential Units, nor does it include coverage of any Residential Unit (as such term is more particularly described in the Plan and the Declaration).

Insurance coverage must meet the requirements of any mortgage lender procured by the Sponsor.

Fire, casualty and general liability insurance must be on terms that provide:

Each Residential Unit owner is an additional insured party;
There will be no cancellation without notice to the Board of Managers;
A waiver of subrogation;
A waiver of invalidity because of acts of insured and Residential Unit owners; and
A waiver of pro-rata reduction if Residential Unit owners obtain additional coverage.

Residential Unit Owners are required to obtain additional insurance for their Residential Unit pursuant to the provisions of Article VII, Section 4 of the By-Laws at their own cost to cover such risks as fire and casualty losses to Residential Unit owners, replacements, additions, fixtures and improvements, and liability coverage for occurrences within the Residential Unit or the limited common elements subject to the By-Laws.

The proposed insurance provides property coverage on an All Risk/Replacement Cost basis. The Building limits and Business Income limits are based on an Agreed Amount which is a waiver of co-insurance.

This quotation is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the first year of Condominium Operation. Purchasers should be aware of the possibility of rate increases. The insurance is adequate for the replacement of the building in the event of a total loss. The carrier will be selected at the time the coverage is bound. This will occur prior to the first closing. Sponsor will procure, on behalf of the Condominium Board, on or before the first closing, the general liability insurance that is required to be carried by the Condominium.

10. **MANAGEMENT FEE**

Based on the management agreement to be entered into Monarch Realty Group Holdings, LLC, at or before the first closing, it is expected that the Condominium Managing Agent will receive an annual fee for the first year of $55,000 ($4,583.33 x 12 months). This fee is commercially reasonable and comparable to management fees for buildings of similar size and quality as the Property. The term of the management agreement (the "Agreement") shall be for a period of 1 year. The Agreement shall automatically renew for successive 1-year terms at an increase of three (3%) percent at each anniversary of the commencement date. In addition, the labor costs included in line item 4 of the budget will be paid to the Managing Agent who will employ the Part-Time Super/Porter on behalf of the Condominium. The managing agent is not affiliated with the Sponsor and does not have any financial interest in the Property except for its management fees for managing the Condominium. Purchasers should refer to Section XXVII of the Offering Plan for full details of the services to be provided by the Management Company.

11. **LEGAL & AUDIT FEES**

Based upon the estimate from Frendel, Brown & Weissman, LLP, located at 4 Cornwall Drive, Suite 102, East Brunswick, New York 08816, Sponsor has budgeted $4,500 for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the First Year of Condominium Operation and federal, state and city income tax returns.

The remaining amount in this line item has been estimated to provide for minor legal services to be rendered in connection with the operation of the Buildings such

as attendance at Condominium Board meetings, preparation of Condominium Board minutes and negotiation of minor agreements. The amount budgeted for legal services is calculated based on the Sponsor's budget expert's previous management experience in managing newly constructed buildings of comparable size.

12. **RESERVE FUND**

A Reserve Fund is being established for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). Purchasers shall make a contribution at Closing to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Residential Unit, as the same may be amended from time to time. Except for the initial contribution by the Purchasers, the Reserve Fund is funded through Common Charges. As a result, as more Residential Units close it can be anticipated that the Reserve Fund line item in the budget will increase. The Board of Managers, in its discretion, and subject to certain restrictions contained in the By-Laws, may, in its discretion, decide in future years to increase or decrease the Reserve Fund line item in the Condominium's annual budget. It is anticipated that the Reserve Fund as it accumulates will be sufficient to pay for the replacement of any capital items likely to be needed within the first five (5) years of Condominium operation. No representation or warranty is made that the Reserve Fund will be, or is intended to be, adequate to cover current or future expenses, for the first year or any subsequent year of Condominium Operation. The typical amount budgeted is approximately ten percent (10%) of the expenses budgeted for the entire year in order to conform to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae, however, a reserve study by Strategic Inspections, LLC, allows for a reserve requirement of $14,663.70 or greater for the First Year of Operations.

VII. SCHEDULE C

The projected energy costs for the individual Units have been provided by TSF Engineering, PC, with offices located at 200 Park Avenue South, Suite 520, New York, New York 10003, as per the attached projections.

Actual costs may vary depending upon the hours of use, thermostat settings and proper maintenance. These cost figures are estimates and are not intended as guarantees.

In view of the fact that these averages may include the use of energy by persons of varying need with different standards of comfort or with families of different sizes, the amount of energy used by the Purchaser may vary substantially from the average estimates herein provided. In addition, the effect of inflation, fuel shortages and other factors may raise the cost of electricity and gas substantially higher than the current or projected rate.

Although the Sponsor is under obligation to provide accurate information to Prospective Purchasers, factors beyond its control may substantially affect the cost of electricity and gas after the purchase of a Unit or in subsequent years. Sponsor represents however, that it has followed the plans and specifications provided by the manufacturer of the appliances together with the recommendation of the manufacturer and other experts to enable these items of equipment to operate at optimum efficiency at the lowest cost. Further, that it has not been induced to select the appliances etc., described herein on the basis of any financial inducement other than the cooperative advertising and price of the system made to it by the manufacturer or distributor of the system or by the supplier of energy to be used in connection therewith or by any of their agents or employees.

TSF

TSF Engineering , PC
Mechanical–Electrical Consulting Engineers

Residential Units
Estimated Utility Costs
609 Second Avenue
New York, NY

TSF Project 18437

November 6th, 2023

The above listed building is an 18-story residential building. The building has the following characteristics:

Heating and air conditioning for each apartment unit is provided by air-cooled, split-type heat pump units.

Each apartment is provided with the following appliances:
refrigerator, dishwasher, gas range, electric oven, clothes washer, electric clothes dryer

Domestic hot water for the building is produced by a central gas-fired heating plant.

Heating and Cooling for the building's common core spaces is provided by air-cooled, split-type heat pump units and electric radiators.

Electric usage is individually utility metered per residential unit.

Electric usage for the building's common lighting, power and equipment is measured by a building "PLP" (Public Light and Power) utility meter.

The commercial space is excluded from this report. The commercial space is provided with a separate utility electric meter and a sub-meter on the domestic water tap to measure its water consumption.



200 Park Avenue South
Suite 520
New York, NY 10003

Tel.212.253.7303
Fax. 212.253.6512
email:files@tsfengineers.com

Calculations for the estimated utility usages are based on the following:

1. Double insulated glass, thermal barrier type windows.
2. R-30 insulation for roof.
3. R-19 insulation for walls.
4. Cost of Electricity: **$0.30** per KW-hr.
5. Cost of Natural Gas: **$1.90** per therm
6. Cost of Water: **$4.30** per 100cu.ft.
7. Cost of Sewer: **$6.83** per 100cu.ft.
8. Heating based on 5,026 degree days, maintaining inside space temperature at 68F with outdoor temperatures 0F with 15mph wind.
9. Cooling based on maintaining inside space temperature at 76 degrees F with outside temperatures at 80 degrees F.
10. Studio units assume an occupancy of one person. One-bedroom units assume occupancy of two persons. Two-bedroom apartments assume occupancy of three persons. Total number of occupants assumed = **140** persons.
11. Water usage is estimated at 60 gallons of water per day per person.
12. Apartment cooking based on two meals a day.
13. Laundry based on two loads per week.
14. Dishwasher based on seven loads per week.

The estimated energy costs for the Project based upon construction complying with the New York State Energy Conservation Code. Costs can vary considerably depending upon actual usage personal habits. These figures are not intended to be a guarantee.

I. Typical Studio Unit

EQUIPMENT	KWHR PER YEAR
Lighting & General Appliances	748
Refrigerator	440
Dishwasher	540
Clothes Washer	84
Clothes Dryer	680
Air Conditioning	2520
Heating	2790
TOTAL	**7,802 kWHR**
YEARLY ELECTRIC CHARGES	**$2,340.6**

200 Park Avenue South
Suite 520
New York, NY 10003

Tel.212.253.7303
Fax. 212.253.6512
email:files@tsfengineers.com



MONTHLY ELECTRIC CHARGES	**$195.05**

II. Typical 1-Bedroom Unit

EQUIPMENT	KWHR PER YEAR
Lighting & General Appliances	1,186
Refrigerator	760
Dishwasher	540
Clothes Washer	104
Clothes Dryer	780
Air Conditioning	3,780
Heating	4,185
TOTAL	**11,335 kWHR**
YEARLY ELECTRIC CHARGES	**$3,400.50**
MONTHLY ELECTRIC CHARGES	**$283.38**

III. Typical 2-Bedroom Unit

EQUIPMENT	KWHR PER YEAR
Lighting & General Appliances	1,507
Refrigerator	760
Dishwasher	540
Clothes Washer	104
Clothes Dryer	780
Air Conditioning	5,040
Heating	5,580
TOTAL	**14,311 kWHR**
YEARLY ELECTRIC CHARGES	**$4,293.30**
MONTHLY ELECTRIC CHARGES	**$357.78**

200 Park Avenue South
Suite 520
New York, NY 10003

Tel.212.253.7303
Fax. 212.253.6512
email:files@tsfengineers.com



III. Common Core Charges

A. Estimated Electric Consumption

EQUIPMENT	KWHR PER YEAR
Lighting & General Power	72,020
Mechanical (Fans, Pumps, A/C, Heating)	93,824
Elevator *	12,450
TOTAL	**178,294 kWHR**
YEARLY ELECTRIC CHARGES	**$53,488.20**
MONTHLY ELECTRIC CHARGES	**$4,457.68**

* Note Elevator is based on 3 trips per day per occupant.

B. Estimated Gas Consumption

EQUIPMENT	QTY	THREMS	TOTAL THERMS
Gas Ranges	66	80	5,280
Gas Grills	6	40	240
Hot Water	140	80	11,200
TOTAL		**16,720 THERMS**	
YEARLY ELECTRIC CHARGES		**$31,935**	
MONTHLY ELECTRIC CHARGES		**$2,661.26**	

200 Park Avenue South
Suite 520
New York, NY 10003

Tel.212.253.7303
Fax. 212.253.6512
email:files@tsfengineers.com



C. Estimated Residential Water Consumption

The annual water consumption is estimated to be 60 gallons per person per day with a full occupancy of 140 persons = 3,066,000 gallons of consumption (approximately 409,346 cubic feet) annually.

Water Costs ($4.30 per 100 cu. Ft.) = $ 17,601 per year
Sewer Costs ($6.83 per 100 cu. Ft.) = $ 27,958 per year

Yearly Water Costs: $ 45,559 per year

Monthly Water Costs: $ 3,796.61 per month

Note: The above figure does not include the water usage of the commercial space. The commercial space shall be provided with a sub-meter to measure its usage. The commercial space shall be responsible to pay for its water usage.

The estimated energy costs for the Project based upon construction complying with the New York State Energy Conservation Code. Costs can vary considerably depending upon actual usage personal habits. These figures are not intended to be a guarantee

200 Park Avenue South
Suite 520
New York, NY 10003

STATE OF NEW YORK
NICHOLAS P. TUCCI
071681
LICENSED PROFESSIONAL ENGINEER

Tel.212.253.7303
Fax. 212.253.6512
email:files@tsfengineers.com

CERTILMAN BALIN ATTORNEYS

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

VIII. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-I

May 28, 2024

State of New York
Department of Law
28 Liberty Street – 21st Floor
New York, New York 10005

Re: **609 2nd Avenue Condominium**

Gentlepeople:

The Sponsor of the Condominium Offering Plan for the captioned property has retained this office to review the Percentage of Common Interest applied to the Units contained in Schedule A of the Offering Plan.

Our experience includes the preparation of hundreds of Condominium Offering Plans and legal representation of numerous Condominium Boards of Managers in the State of New York for over thirty (30) years.

In reviewing said Schedule A, the Percentage of Common Interest for each Unit as contained therein has been determined based upon the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. Said method of determining the percentage of Common Interest in a Condominium complies with and is pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York.

I hereby authorize inclusion of this opinion in the Offering Plan for this Condominium to be filed with the Department of Law.

Very truly yours,

CERTILMAN BALIN ADLER & HYMAN, LLP

By: _____
Richard Herzbach, Partner

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IX. COMMERCIAL UNIT

The Condominium will initially contain one (1) Commercial Unit subject to the rights of a Commercial Unit Owner to subdivide and/or merge a Commercial Unit. As of the date of this Offering Plan the Commercial Unit is not being offered for sale and will be retained by the Sponsor or its assignee or designee. The Offering Plan will be amended by the Sponsor In the event the Commercial Unit is subsequently offered for sale to the general public.

The Commercial Unit shall be used for retail, office or other use so long as such use is permitted by applicable zoning requirements of New York City.

Except to the extent prohibited by law, the Sponsor, its successor, assignee or designee and a Commercial Unit Owner(s) shall have the right, without the vote or consent of the Board of Managers to: (a) make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, in, to and upon a Commercial Unit; (b) change the layout of, or number of rooms in a Commercial Unit from time to time; (c) change the size and/or number of Commercial Unit by subdividing one or more Commercial Unit into two or more separate Commercial Unit, combining separate Commercial Unit (including those resulting from such subdivision or otherwise) into one or more Commercial Unit, altering the boundary walls between any Commercial Unit, or otherwise; (d) if appropriate, reapportion among a Commercial Unit affected by such change in size or number pursuant to the preceding clause their percentages of interest in the Common Elements; provided, however, that the percentage of interest in the Common Elements of any other Commercial Unit shall not be changed by reason thereof unless the owners of such Commercial Unit shall consent thereto and, provided further, that the Sponsor, its successor, assignee or designee or the Commercial Unit Owner(s) shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Commercial Unit Owner(s) harmless from any liability arising therefrom; and (e) any and all changes necessitated by the Easement Volume Agreement.

The owner(s) of a Commercial Unit and any Units resulting from the subdivision and/or consolidation of a Commercial Unit shall have easements for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, wires, conduits, drainage, sewer, water and other mechanical equipment, pipes, wires, conduits, lines and fixtures and equipment servicing a Commercial Unit in, on, through, under or over the Common Elements, no matter how classified, including but not limited to the exterior walls, the roof and the basement and in, on, through under and over any Commercial Unit and any Units resulting from the subdivision or consolidation of the Commercial Unit; (ii) access in and through the Common Elements of the Condominium, no matter how classified, for all required work including, without limitation, the installation of equipment, pipes, wires, conduits, utility lines, cable equipment required to provide and permit the subdivision or consolidation of a Commercial Unit in conformance with Article Sixth of the Declaration of Condominium; (iii) access through the Common Elements of the Condominium, no matter how classified, for the use of any

Commercial Unit's Limited Common Element including any storage area and roof equipment and for access to any portion of the Building for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter required for the operation of a Commercial Unit now or in the future that is located in or on the Building that now or in the future services or is necessary to service a Commercial Unit including any roof equipment and any storage area, provided, however, that except in the case of an emergency, the right of access for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located in or on the Building that service a Commercial Unit may be exercised only on weekdays between the hours of 8:00 AM to 6:00 PM unless the Board of Managers consents to additional times and days of the week. A Commercial Unit and any Commercial Unit resulting from the subdivision or consolidation of a Commercial Unit shall be subject to easements in favor of any other Commercial Unit(s) and any Commercial Unit resulting from the subdivision or consolidation of a Commercial Unit for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving a Commercial Unit and any Units resulting from the subdivision or consolidation of a Commercial Unit. The owner and tenants of a Commercial Unit shall have the right at their sole cost and expense to install separate heating and cooling systems and other necessary equipment, pipes, wires, conduits, ducts, lines and flues required for the operation of a Commercial Unit and any Commercial Unit resulting from the subdivision or consolidation of a Commercial Unit in or on the General Common Elements and General Residential Units' Limited Common Elements and an easement is herewith granted in, over, under and through the Common Elements of the Condominium, no matter how classified, for (i) the installation, maintenance, repair and replacement of the heating and cooling systems and any other mechanical equipment or system now or in the future required for the operation of a Commercial Unit and all necessary pipes, lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised; (ii) for access for repair, maintenance and replacement to any equipment, pipes, wires, conduits, lines, ducts, vents and flues that services a Commercial Unit now or in the future and which is located in the Residential Area of the Condominium or located in an Individual Residential Unit's Limited Common Elements and (iii) to erect, maintain and replace one or more signs on the Condominium Property permitted by law for the purpose of advertising the operation of any business conducted by a Commercial Unit Owner or tenant of a Commercial Unit Owner. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Condominium and will comply with applicable regulations of the City of New York. The owner(s) of a Commercial Unit and any Units resulting from the subdivision and/or consolidation of a Commercial Unit shall have easements throughout the Building to do any and all improvements, work or otherwise to comply with all of the requirements of the Volume Easement Agreement.

Nothing contained in the Declaration of Condominium shall prohibit the division or consolidation of a Commercial Unit and common interest appurtenant thereto, including but not limited to a change in the number of rooms. In no case, however, may such division or consolidation result in a different Percentage of Common Interest for the total of the new Commercial Unit than existed for the total of the original Commercial Unit

before division or consolidation. An amendment to the Declaration of Condominium authorized by Article Sixth and Eleventh of the Declaration may be filed by the Sponsor, its successor, assignee or designee or a Commercial Unit Owner without any consent of the Board of Managers or any other Unit Owner provided the Percentage of Common Interest of all other existing Units is not affected thereby.

Board Obligation to Sign Documents on Behalf of Commercial Unit

At the request of a Commercial Unit Owner, the Board will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair of a Commercial Unit or the operation thereof. A Commercial Unit Owner shall indemnify and hold the Board and the Unit Owners harmless from any liability resulting therefrom.

Commercial Unit Owner's Right to Sell or Lease Commercial Unit

Any Commercial Unit may be conveyed or leased subject to local zoning ordinances, by its Commercial Unit Owner free of any restrictions except that no Commercial Unit Owner shall convey, mortgage, pledge, hypothecate or sell their Commercial Unit unless and until all unpaid Common Charges, Special Assessments and any other fees or charges owed the Condominium that have been assessed against the Commercial Unit shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of the Commercial Unit. The sale or lease of a Commercial Unit is not subject to the Right of First Refusal of the Board of Managers as provided for in Article XI, Section 2 of the Declaration of Condominium.

Commercial Unit Maintenance Obligations

Each Unit Owner must pay Common Charges to cover the costs of operation and maintenance of the Condominium in accordance with Sections 339(i)(1)(iv) and 339(m) of the New York Condominium Act. The costs of operation and maintenance of the Condominium, including both those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole (such as expenses for insurance, repairs and maintenance of the Common Elements and various service contracts), will generally be borne by the Unit Owners in proportion to their respective Common Interests, provided that the Commercial Unit' share of Common Expenses will be limited to a share of only certain components of the Common Expenses as set forth in the Schedule B budget. The Commercial Unit will therefore pay only allocated percentages of such components of the Common Expenses, which percentages may be less (or more) than their Common Interest. The allocated percentages represent a projection of the proportionate usage of the services and facilities in question by the Commercial Unit, and (other than those which relate to utility consumption, which shall be fairly adjusted based upon such consumption) shall be determined on an annual basis.

In the event of any dispute relating to the expenses to be borne by a Commercial Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XIII of the By-Laws. If the Commercial Unit Owner fails to pay the Common Charges and expenses allocated against their Commercial Unit, the Board of Managers will have the same rights and remedies against it as against any other defaulting Unit Owner. Pursuant to the opinion of Sponsor's expert contained in the Certification of Adequacy of the Common Charges of the Commercial Unit contained in Part II of the Plan, the Common Charges payable by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to such Unit.

Changes to a Commercial Unit

Except to the extent prohibited by law, the Sponsor, its successor, assignee or designee and a Commercial Unit Owner(s) shall have the right, without the vote or consent of the Board of Managers to: (a) make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, in, to and upon a Commercial Unit; (b) change the layout of, or number of rooms in a Commercial Unit from time to time; (c) change the size and/or number of Commercial Unit by subdividing one or more Commercial Unit into two or more separate Commercial Unit, combining separate Commercial Unit (including those resulting from such subdivision or otherwise) into one or more Commercial Unit, altering the boundary walls between any Commercial Unit, or otherwise; (d) if appropriate, reapportion among a Commercial Unit affected by such change in size or number pursuant to the preceding clause their percentages of interest in the Common Elements; provided, however, that the percentage of interest in the Common Elements of any other Commercial Unit shall not be changed by reason thereof unless the owners of such Commercial Unit shall consent thereto and, provided further, that the Sponsor, its successor, assignee or designee or the Commercial Unit Owner(s) shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Commercial Unit Owner(s) harmless from any liability arising therefrom, and (e) any and all changes necessitated by the Easement Volume Agreement.

Right to Restrict or Limit Use of a Commercial Unit

The Board of Managers will not have any right to restrict or limit the method of operation, use or appearance of any Commercial Unit which are permitted by law. No rules affecting the operation of a Commercial Unit may be adopted or modified by the Board of Managers without the consent of the Commercial Unit Owner representative on the Board of Managers. All or any part of a Commercial Unit may be leased or subleased by the respective Commercial Unit Owner. The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of the Commercial Unit.

Tenants of a Commercial Unit

No representation is made by the Sponsor with respect to who the tenants or occupants of any portion of the Commercial Unit may be, at any time, or as to the uses to which any portion of the Commercial Unit may be put at any time and no assurance is

given that such tenants, occupants or uses will not be objectionable to Residential Unit Owners or other parties.

Residential Units Easement through Commercial Unit

The Residential Unit Owners shall have an easement through the Commercial Unit and Commercial Unit's Limited Common Elements for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, the Residential Units and/or the entire Building.

Easement Volume Agreement

Pursuant to the Easement Volume Agreement, prior to the Possession Date, as defined therein, the Easement Volume shall be a Limited Common Element of the Commercial Unit of the Condominium (the "Commercial Unit") for use by the owner of the Commercial Unit (subject to the rights of entry and inspection and any other right of use or occupancy possessed by the Authority or the Owner under the Easement Volume Agreement or applicable law prior to the Possession Date). Upon the Possession Date the Easement Volume shall automatically convert to a General Common Element, and shall be so denominated by the declaration establishing the condominium regime (including the by-laws to be attached thereto) executed and recorded in accordance with the provisions of applicable law, as the same may be amended from time to time (the "Condominium Declaration); it being understood, however, that the failure to so denominate any Easement Volume in the Condominium Declaration will not impair, change or affect its designation as set forth in Section B of Article Twenty-Seventh of the Easement Volume Agreement. Promptly following delivery of the Possession Notice, as defined in the Easement Volume Agreement, the Board of Managers and Unit Owners shall (or shall cause to be recorded) a notice and amendment to the Condominium Declaration (and by-laws as required by law or the Authority) further documenting and memorializing the change in status of the Easement Volume from a Limited Common Element of the Commercial Unit to a General Common Element. In the event that, after the Possession Date, the Easements are abandoned by the Authority and/or City as set forth in Article Ninth of the Easement Volume Agreement, the Easement Volume may revert to a Limited Common Element of the Commercial Unit. See Section IV for further disclosure regarding the Easement Volume Agreement and a complete copy of the Easement Volume Agreement in Schedule N of the Offering Plan.

X. STORAGE SPACES

The Condominium includes five (5) Storage Spaces that are being offered to a Purchaser of a Residential Unit subject to a License Agreement between the Residential Unit Owner as the Licensee and the Board of Managers as the Licensor. Schedule A-1 to the Plan sets forth the Storage Spaces, their approximate square footage, and estimated License Expenses and License Fees. The Board of Mangers shall be required to keep a list of all Storage Spaces and the Residential Units that are subject to a License Agreement or subject to a rental. All Residential Unit Owners subject to the Declaration of Condominium shall be required to advise the Board of Managers of the Condominium of any assignment or rental of any Storage Spaces pursuant to a License Agreement within ten (10) days of such assignment or rental.

Storage Spaces may only be utilized for storage of normal household items and pursuant to the provisions of the Declaration of Condominium and By-Laws of the Condominium and any Rules and Regulations regarding the Storage Spaces.

All structural repairs of the Storage Spaces and Storage Space Areas shall be the responsibility of the Condominium as a Common Expense, as provided for in Article XII of the By-Laws. All general maintenance and repairs of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space. Each Residential Unit Owner who has entered into a License Agreement for a Storage Space will be required to pay a monthly License Fee to the Condominium to cover the costs associated solely with the Storage Spaces and Storage Space Area as determined by the Board of Managers. The Board of Managers shall have the right to increase or decrease said amount as required by the costs of said services. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Space and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space as reflected in Schedule A and the overall square footage of all the Storage Spaces. Said License Fees associated with the Storage Spaces shall be in addition to the Common Charges and any Special Assessments charged to any Residential Unit Owner. All Storage Space Licensees, including Sponsor, shall be responsible for: the payment of the License Fees, and/or Special Assessments imposed by the Condominium Board of Managers related to the Storage Spaces and/or Storage Space Area and any additional costs associated with the Storage Spaces and/or Storage Area reflected in the License Agreement. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Space and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space as reflected in Schedule A and the overall square footage of all the Storage Spaces. As long as the Sponsor retains at least one (1) Storage Space in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent increase the License Fees applicable to the Storage Spaces more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in costs associated solely for the Storage Spaces and/or Storage Area evidencing the need for an

increase greater than ten (10%) percent. Any dispute regarding the allocation or amount of the License Fees shall be decided by Arbitration pursuant to the terms of Article XIII of the By-Laws of the Condominium. The Board of Managers shall have the same rights of collection and enforcement of the License Fees as they have for Common Charges and Special Assessments as provided for in Article Thirteenth of the Declaration of Condominium or elsewhere in the Declaration or By-Laws.

The Sponsor shall be authorized to execute all initial License Agreements for a Storage Space subject to the Declaration of Condominium, for any Storage Spaces entered into with a Residential Unit Owner, and to receive the proceeds of such License Agreement ("Storage Space License Expense"). A designated member of the Board of the Managers of the Condominium shall be authorized and required to execute the License Agreement on behalf of the Condominium as the Licensor of the License Agreement.

The License Agreement for a Storage Space may only be assigned and rented to another Residential Unit Owner in the Condominium ("Assignee or "Tenant"). The Board of Managers of the Condominium shall have the right to promulgate rules and regulations regarding the assignment or rental of the Storage Spaces. In no event shall the Board of Managers have the right to prohibit the right of a Residential Unit Owner or the Sponsor to assign or rent a Storage Space to a purchaser of the Residential Unit Owner or another Residential Unit Owner in the Condominium. The Board of Managers shall have the right to approve the form of a License Agreement or promulgate a standard form for use by all Residential Unit Owners. Notwithstanding, as long as the Sponsor retains an Unsold Residential Unit in the Condominium the Sponsor shall have the right to utilize any form of License Agreement without interference with the Board of Managers.

Residential Unit Owners must comply with all applicable laws regarding the Storage Spaces, which may be subject to periodic inspection by the police and fire departments of New York City and other governmental agencies having jurisdiction thereover. In addition, the Storage Spaces may not be completed until after the Closing of Title of a Residential Unit and the fact that a Storage Space may not be available for use at the time of Closing will not constitute a basis for Residential Unit Owner to fail to Close Title to a Residential Unit.

In the event there are Storage Spaces that have not been Licensed to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to assign the rights pursuant to a License Agreement for any non-licensed Storage Space to the Board of Managers of the Condominium, subject to the Storage Space License Expense. Sponsor shall be obligated to pay the applicable License Fee to the Condominium for such Storage Spaces that are not subject to a License Agreement or assigned to the Board of Managers.

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XI. CHANGES IN PRICE AND UNITS

The prices for these Condominium interests may be changed from those set forth in this Offering Plan so that Purchasers may pay different prices for similar interests. No such change will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Plan at any time during the offering where a reduction in sales prices does not constitute a general offering but is rather the result of an individually negotiated Residential Unit purchase. All changes in prices which are an across-the-board increase or decrease affecting one (1) or more lines of Residential Units or models or is to be advertised or is a price increase for an individual Purchaser will be done by a duly filed amendment to the Offering Plan.

The Sponsor reserves the right, but not the obligation, to negotiate with a Purchaser on an individual basis in connection with all aspects of the purchase price, including but not limited to: upgrades to the Residential Unit or the fixtures or equipment contained therein or credits or allowances therefor; payment of all or part of a Purchaser's acquisition or financing costs such as, but not limited to: origination fees and commitment fees; any and all other costs relating to the cost of acquiring title to a Residential Unit; the resale prohibition; mortgage contingency; promotional gifts on purchase of a Residential Unit and application of rent toward the purchase price. As a result, a Purchaser may receive different terms than other Purchasers for a similar Residential Unit. The Sponsor is not offering a financing contingency. As a result, in no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. Furthermore, the Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms or at its sole option to expand the applicability of such negotiable terms to some or all Purchasers pursuant to Section 352-e of the General Business Law.

Sponsor will not make any changes in the size or number of Residential Units and/or their respective Percentage of Common Interest and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and to the Declaration of Condominium (if the Declaration was filed prior to such change). Sponsor reserves the right to change the model mix of the Residential Units as long as the percentage of Common Interest for the Residential Units is not affected, there is no Purchase Agreement in effect for said Residential Unit, as long as the Sponsor does not change the total number of Residential Units being offered for sale or the total number of Buildings in the Condominium. Purchasers should note that a decrease in a Residential Unit's area of 5% or less will not affect a Purchaser's obligations unless such a decrease is determined to be a material change. There is a rebuttable presumption that an area diminished by 5% or less in not material.

Site conditions may cause variations in walls, ceilings, heights and other dimensions from those included in the floor plans or otherwise described in this Offering Plan. If the layout and dimensions of a Residential Unit does not materially deviate from

the Plans and Specifications, subject to Sponsor's right to make changes necessitated by site conditions, a Purchaser will not be excused from purchasing the Residential Unit for such reason and will not have any claim against Sponsor as a result of such non-material deviation. Sponsor will have no liability to any Purchaser nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for Purchaser's Residential Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of a minor inaccuracy or error in the floor plans as determined by the reasonable person standard.

In order to meet the possible varying demand for number and type of Residential Units, or to meet the particular requirements of prospective Purchasers, or for any other reason, Sponsor reserves the right at any time, both before and after recording the Declaration of Condominium and without the consent of Purchasers, Residential Unit Owners or the Board of Managers, with respect to Residential Units owned by Sponsor and for which no Purchase Agreement has been executed, to (i) change or reverse the layout of any Residential Unit and make adjustments in interior dimensions of Residential Units, (ii) change the number of rooms in any Residential Unit, (iii) change the size and/or number of Residential Units by subdividing one or more such Residential Units into two or more separate Residential Units, combining separate Residential Units into one or more Residential Units, altering boundary walls of Residential Units, or otherwise, including, without limitation, incorporating any wall, hallway or portion thereof, space, or other area abutting a Residential Unit or Residential Unit(s) owned by Sponsor into one or more of said Residential Units or otherwise, and (iv) if appropriate, reapportion the Common Interest among the Residential Units affected by such change.

In the event Sponsor changes the size and/or number of Residential Units, Sponsor shall increase or decrease the percentage of Common Interests appurtenant to such affected Residential Units and Residential Unit's Residential Interest accordingly, however, the aggregate amount of the Percentage of Common Interests of all of the Units and Residential Unit's Residential Interest shall remain at 100%. As a result of such a reapportionment of Percentage of Common Interests and Residential Unit's Residential Interest of affected Residential Units, the amount of the Common Charges and the real estate taxes and assessments payable by the Residential Unit Owners of such affected Residential Units will be increased or decreased in direct proportion to changes made to the Percentage of Common Interests and Residential Unit's Residential Interest. However, the amount of the Common Charges and real estate taxes and assessments payable by the Residential Unit Owners unaffected by these changes and for whom there has been no change in Percentage of Common Interest or Residential Unit's Residential Interest will not be varied. The Percentage of Common Interest or Residential Unit's Residential Interest need not be reapportioned if a portion of the public hallway is incorporated into a Residential Unit or Residential Units as described above.

Unless an affected Purchaser consents, no material change will be made in Residential Unit size, layout, Percentage of Common Interest or Residential Unit's Residential Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Residential Unit and the Purchaser is not in default.

The Percentage of Common Interest of each of the Residential Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, based on 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 Residential Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. The Residential Unit's Residential Interest has been determined similar to the requirements of Section 339-i(1)(iv) of the Condominium Act described above. Based upon final specifications, construction conditions and/or "as-built" Plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation the Percentage of Common Interest may justify a minor increase or decrease in the aggregate Percentage of Common Interest appurtenant to Residential Units. In such an event, the Percentage of Common Interest appurtenant to each individual Residential Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect such a change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Percentage of Common Interest of any Residential Unit be increased or decreased as a result of any of the foregoing material amounts.

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XII. INTERIM LEASES

The Sponsor will not enter into interim leases or rent with Purchasers for Residential Units prior to Consummation of the Offering Plan. In no event shall Purchaser take possession of the Residential Unit prior to such time, nor shall Purchaser enter the Residential Unit or have the Residential Unit Owner's contractors or agents enter the Residential Unit to perform work prior to Closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the funds being held in escrow as to a maximum of ten (10%) percent of the sales price.

Subsequent to the Consummation of the Offering Plan, the Sponsor has the right to enter into an Interim Lease at any time with a Purchaser who simultaneously enters into a Purchase Agreement for a Residential Unit in the Condominium. In such an event, a Purchaser's uncured default under the Interim Lease may, in the Sponsor's sole discretion, be deemed a material Event of Default under the Purchase Agreement that is executed simultaneously therewith by such Purchaser. Pursuant to the terms of the Purchase Agreement, the existence of an uncured Event of Default by Purchaser will give Sponsor the right, at Sponsor's option, to deem the Purchase Agreement canceled and to retain, as and for liquidated damages, all sums paid by Purchaser to Sponsor on account of the Purchase Price.

Except pursuant to an Interim Lease executed simultaneously with a Purchase Agreement for a Residential Unit, in no event shall any Purchaser take possession of a Residential Unit prior to Consummation of the Offering Plan, nor shall any Purchaser enter a Residential Unit or have the Residential Unit Owner's contractors or agents enter the Residential Unit to perform work prior to Closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the funds being held in escrow up to a maximum of ten (10%) percent of the sales price.

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XIII. PROCEDURE TO PURCHASE

The Sponsor hereby offers for sale the Residential Units under construction in the Condominium for occupancy in accordance with applicable municipal zoning regulations. Occupancy of the Residential Units or portion of a Residential Unit by a lessee or lessees of the Residential Unit Owner for the purposes set forth in this paragraph conform with the zoning regulations permitting construction of this Condominium.

The sales prices at which the Residential Units are being offered for sale are shown in detail in Schedule A. The Sponsor reserves the right to lower the sales prices and to negotiate other terms on an individual basis. All changes in prices which are an across-the-board increase or decrease affecting one or more lines of Residential Units or models or are to be advertised or is a price increase for an individual Purchaser will be done by a duly filed amendment to the Offering Plan. See Section XI of the Offering Plan. Any such change will not affect the common interest of the Residential Unit; however, some Purchasers may pay less or more for the same model Residential Unit or receive different terms.

Any person may accept Sponsor's offer to sell a Residential Unit by entering into a Purchase Agreement with the Sponsor. The Agreement provides that the Purchaser will purchase from the Sponsor a designated Residential Unit in the Condominium as described in the Declaration creating such Condominium. At Sponsor's option, a Purchaser will be afforded: (i) a minimum of three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement; or (ii) a minimum of seven (7) days after delivery to the Sponsor an executed Purchase Agreement together with the required Deposit to rescind their Purchase Agreement and have the full Deposit refunded promptly. In the event of option (ii) above, the Purchaser must either personally deliver a written notice of rescission to the Sponsor or Selling Agent within the seven (7) day period or mail the notice of rescission to the Sponsor or Selling Agent and have the mailing postmarked within the seven (7) day period. Any conflict between the Offering Plan and the Purchase Agreement shall be resolved in favor of the Offering Plan.

Purchaser and Sponsor shall execute the Purchase Agreement. Upon signing the Purchase Agreement, the Purchaser shall make a Deposit of up to ten percent (10%) of the purchase price of a Residential Unit but not less than $1,000. Upon full payment of the balance of the purchase price, in cash or by mortgage proceeds, Purchaser will receive a bargain and sale deed with covenant against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey good and marketable title to the ownership of fee ownership in the Residential Unit and such Percentage of Common Interest in the Common Elements as is set forth on Schedule A, free and clear of all liens and encumbrances other than those set forth in Section XVI of the Offering Plan. In addition, all Purchasers who enter into a Purchase Agreement for a Residential Unit and are simultaneously entering into a License Agreement for a Storage Space will be required to pay ten (10%) percent of the Storage Space License Expense for the Storage Spaces as part of their Deposit. The Deposit will be held in escrow according to the terms contained in this Section XIII of the Offering Plan. The balance of the License Expense is due at closing from each Purchaser. Sponsor reserves the right to retain such ten (10%) percent Deposit in the event of Purchaser's default under the

Purchase Agreement or the License Agreement. The Purchase Agreement may be modified with the consent of Purchaser and Sponsor in a manner not inconsistent with law, subject to the terms of this Offering Plan. In addition, all Purchasers who enter into a Purchase Agreement for a Residential Unit shall be required to pay ten (10%) percent of the Storage Space License Expense for the Storage Spaces at contract signing by Purchasers who wish to enter into a License Agreement for such Storage Space as an initial downpayment deposit ("Deposit"). The Deposit will be held in escrow according to the terms contained in Section XIII of the Offering Plan. The balance of the License Expense is due at closing from each Purchaser. Sponsor reserves the right to retain such ten (10%) percent Deposit in the event of Purchaser's default under the Purchase Agreement or the License Agreement. After the Purchaser delivers a fully executed Purchase Agreement with the required Deposit Sponsor must either return a fully executed Purchase Agreement within thirty (30) days to the Purchaser or reject the Purchase Agreement and refund the Deposit monies. In the event the Sponsor does not act within said thirty (30) day period the Purchase Agreement will be deemed accepted by the Sponsor.

The Power of Attorney attached to the Purchase Agreement must be executed by Purchaser at the Closing of Title. Failure to execute the Power of Attorney will result in a default under the Purchase Agreement. The Power of Attorney set forth as Schedule E in Part II of the Plan includes a power of attorney to the Condominium Board of Managers to prepare and file real estate tax grievances on behalf of the Residential and the Commercial Unit Owner in the Condominium. The Power of Attorney further grants to the Condominium Board of Managers the right to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium, further grants to the Board of Managers and the Sponsor, the right to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units, as built, and to amend any Filed Map or amending such Declaration to create any utility easements or to carry out any of the provisions of the Declaration of Condominium granting a power of attorney to the Board of Managers and/or the Sponsor to take the actions granted therein, further grants to the Condominium Board of Managers and the Sponsor (as long as the Sponsor, its successor or assigns retains a Unit in the Condominium) the right to comply with any and all provisions contained in the Easement Volume Agreement, including but not limited to the right to amend the Declaration and the By-Laws to convert the Easement Volume from a Commercial Unit Limited Common Element to a General Common Element of the Condominium and further grants a Power of Attorney to the Board of Managers the right to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban

Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies.

The Sponsor anticipates that Closing of the first Residential Unit will occur by January 1, 2025. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of Title to the first Residential Unit; or (ii) the projected date of Closing of Title to the first Residential Unit occurs later than December 31, 2025, twelve (12) months after the projected date of the first Closing. If the Plan is amended to provide for a later projected date of the first Closing, Purchasers will be entitled to an offer of rescission if the first Closing occurs more than twelve (12) months beyond that amended, later date. Purchasers must advise the Sponsor no later than the date provided in an Amendment to the Offering Plan disclosing the later date but not less than fifteen (15) days from the date of the notice. However, if the first Residential Unit Closing occurs before December 31, 2025, the Sponsor may schedule the Closings of Title to other Residential Units significantly later than such date. Unless a Purchaser's Purchase Agreement contains an outside Closing Date, as provided below, the Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of Title to a Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER OR NOT TO PURCHASE A UNIT.

In addition, each Purchase Agreement provides that in the event Purchaser is not in default under the Purchaser Agreement and Sponsor is unable to convey title to a Purchaser's Unit within twelve (12) months of the execution of the Purchase Agreement, a Purchaser shall have the option to cancel the Purchase Agreement and have the Deposit advanced by Purchaser returned to Purchaser. The purchaser shall be obligated to notify the Sponsor in writing of its intent to exercise said option no later than ten (10) days after the twelve (12) months of the execution of the Purchase Agreement. Purchaser's failure to so notify Sponsor of Purchaser's intent to cancel his or her Purchase Agreement due to Sponsor being unable to convey title to the Purchaser's Unit within twelve (12) months of the execution of the Purchase Agreement shall be deemed a waiver of said provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. See Paragraph 5 of the Purchase Agreement in Part II of the Plan.

After the Offering Plan has been declared effective, the Sponsor will give each Purchaser who enters into a Purchase Agreement not less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to the Residential Unit unless a Purchaser waives such thirty (30) day notice. A form for such waiver is contained as Schedule D-3 to the Offering Plan.

The Purchase Agreement may not be assigned by the Purchaser without the written consent of Sponsor.

The risk of loss or damage to a Residential Unit by fire or any other cause until the delivery of the deed or Purchaser takes actual possession of the Residential Unit pursuant to written agreement is assumed by the Sponsor. In the event a Purchaser takes actual possession prior to Closing, said Purchaser will assume the risk of losses not covered by

insurance upon production of the policy by the Sponsor to the Purchaser which provides that actions of interim lessees are not covered under the then existing policy. If Purchaser is or becomes the occupant or tenant of the Residential Unit prior to Closing, then, as of the date of Purchaser's occupancy, Purchaser shall be responsible for any and all damage caused by any acts or omissions of Purchaser, or Purchaser's agents, employees, invitees or family members.

A Purchaser will inspect Purchaser's Residential Unit with a representative of the Sponsor during normal business hours prior to the Closing Date and will sign and deliver to Seller on or before the Closing Date a Pre-Title Inspection Statement supplied by Sponsor, acknowledging the condition in which Purchaser has received Purchaser's Residential Unit. Sponsor shall agree to complete any open items within six (6) months after Closing, weather and circumstances permitting.

The Purchase Agreement may not contain, or be modified to contain, a provision waiving purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law. Any conflict between the Purchase Agreement and the Plan will be resolved in favor of the Plan. The Purchase Agreement and Plan comply with Section 71.a(3) of the New York Lien Law. Said statute provides that the initial advance of the Purchase Agreement be deposited in an escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in New York State. The escrow and trust fund provisions disclosed below comply with said statute.

The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and the Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit as a result of their inability to obtain a mortgage, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the Deposit funds being held in escrow to a maximum of ten (10%) percent of the sales price.

If Purchaser fails to appear and Close Title in accordance with the Purchase Agreement on the date and at the time and place stated in Sponsor's Notice for Closing, or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under the Purchase Agreement, Sponsor may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Time is of the Essence for the Purchaser to cure such default within such thirty (30) day period.

Purchasers should note that the Financial Crimes Enforcement Network ("FinCEN"), of the U.S. Department of the Treasury issued a revised Geographic Targeting Order ("GTO") dated November 8, 2019, as renewed on October 22, 2023, and ending on April 28, 2024, requiring U.S. title insurance companies and any of its

subsidiaries and agents, to report to FinCEN the personal identity of purchasers in residential transactions in which:

(2) Residential real property is purchased by a legal entity as defined in the GTO as follows: a corporation, limited liability company, partnership or other similar business entity, whether formed under the laws of a state or of the Residential United States or a foreign jurisdiction, other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Securities Exchange Commission ("SEC") or a self-regulatory organization registered with the SEC, or an entity solely owned by such a business;

(2) the Purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Staten Island or Manhattan in New York City;

(3) the total purchase price is in the amount of $300,000 or more;

(4) such purchase is made without a bank loan or other similar form of external financing; and

(5) such purchase is made at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer or virtual currency.

The Order affects all residential real property closings occurring on or after November 12, 2019, as renewed on October 27, 2023. A copy of the updated GTO is available at:

https://www.fincen.gov/sites/default/files/shared/Phase_17_RRE_GTOs_Order_FINAL_508C.pdf

All questions about the Order should be directed to the FinCEN Resource Center at FRC@FinCEN.gov.

A complete copy of the Purchase Agreement is contained in Part II of the Plan.

ESCROW AND TRUST FUND PROVISIONS

The Sponsor will comply with the escrow and trust fund requirements of General Business Law ("GBL") Sections 352-e(2-b) and 352-(h) and the Attorney General's regulations promulgated pursuant thereto as amended on November 14, 2012, as follows:

The Escrow Agent:

Schmitt Law Group, P.C., with an address at 865 Merrick Avenue, Suite 180N, Westbury, New York 11590 and telephone number of (516) 387-4786, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. The authorized signatories

on the account authorized to withdraw funds is Michelle Schmitt, Esq., who is admitted to practice law in the State of New York. Neither the Escrow Agent nor its authorized signatories on the account are the Sponsor, Selling Agent, Manager, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at Flagstar Bank, 900 Stewart Avenue, 3rd Floor, Garden City, New York 11530 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Schmitt Law Group, P.C. – 609 2nd Avenue Condominium IOLA Escrow Account" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the "Deposit"). The maximum Deposit insurance amount will be $250,000. Any Deposit in excess of $250,000 will not be insured. It is a Special Risk of this Offering Plan that if an individual makes a Deposit in excess of said amount for the purchase of a Residential Unit, the excess amount will not be federally insured. Purchasers should also note that if the Purchaser has any accounts in the Bank where the funds are being held, the funds in those accounts will count towards the $250,000 FDIC insurance limit.

All Deposits received from the Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Schmitt Law Group, P.C. as Escrow Agent.

The Escrow Account is an Interest-on-Lawyer Account ("IOLA") account consistent with Section 487 of the Judiciary Law of the State of New York. Pursuant to said law, all interest earned on the IOLA account will be paid to the State of New York.

The Purchase Agreement:

The Purchase Agreement is attached hereto as Schedule D in Part II of the Plan. The relevant escrow trust fund provisions are included in Paragraph 27 of the Purchase Agreement, which must be executed by the Escrow Agent.

Assignment of Purchase Agreement:

Neither the Purchase Agreement nor Purchaser's interest thereunder may be assigned by Purchaser without the prior written consent of Sponsor, which consent may be withheld in Sponsor's sole and absolute discretion. In addition, neither shall the Purchase Agreement nor any memorandum thereof be recorded in the New York City Register's Office, by Purchaser or on behalf of Purchaser. Should Purchaser violate the provisions of the foregoing sentence, the Purchase Agreement, at Sponsor's option, shall become null and void, whereupon all rights of Purchaser shall cease and terminate and Sponsor shall have the right to retain, as liquidated damages, the Deposit.

Notification to Purchaser:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Purchaser shall be required

to complete the Tender of Escrow Agreement contained as Schedule D-1 in Part II of the Offering Plan upon execution of the Purchase Agreement. Within ten (10) business days of the placing of the Deposit in the Escrow Account, the Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number of the account.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such Deposit within fifteen (15) business days after tender of the Deposit, Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to the 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, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

Release of Funds:

All Deposits 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, as per GBL § 352-(h).

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until consummation of the Plan as defined in Section 20.1(c)(6) of the Department of Law regulations which defines consummation of the Plan, as the filing of the Declaration of Condominium and the first transfer of title to a Unit to at least one Purchaser under the Offering Plan following a declaration of effectiveness by the Sponsor and acceptance of the amendment of the declaration of effectiveness by the Attorney General's Office. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit Funds in escrow if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement upon Closing of Title to the Residential Unit; or

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

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

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of

the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such Deposit.

The Sponsor will not object to the release of the Deposit to:

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

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

Purchasers should note that it shall be an express condition of Closing of Title that the Purchaser sign the form contained in Part II as Schedule D-2 which will enable the Escrow Agent to release the escrow funds, if not previously released as provided above.

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

Waiver Void:

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

General:

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL § 352-h to hold in trust all Deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the plan does not relieve Sponsor of its obligations pursuant to GBL § 352-h. Funds from any Escrow Account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the Escrow Agent upon any bankruptcy, incapacity or death.

The Escrow Agent shall maintain all records concerning their Escrow Account for seven (7) years after release of the funds.

Upon the dissolution of the law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of the Escrow Account records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

XIV. FINANCING FOR QUALIFIED PURCHASERS

THIS PLAN DOES NOT CONTAIN ANY FINANCING ARRANGEMENTS FOR PURCHASERS. PROSPECTIVE PURCHASERS WHO ARE INTERESTED IN SUCH FINANCING SHOULD CONTACT LENDING INSTITUTIONS, SUCH AS MUTUAL SAVINGS BANKS AND COMMERCIAL BANKS, MANY OF WHICH HAVE ADVERTISED THAT THEY OFFER FINANCING TO PURCHASERS OF CONDOMINIUM UNITS.

Any applications for such financing with lending institutions must be done on an individual basis by prospective Purchasers and will involve negotiations exclusively between the lending institution and the applicant. The Sponsor should not be construed hereunder as offering any such financing or representing the availability or terms of such financing.

The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and the Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit as a result of their inability to obtain a mortgage, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the Deposit funds being held in escrow to a maximum of ten (10%) percent of the sales price, Storage Space License Expense and any Extras.

NO REPRESENTATION IS MADE BY THE SPONSOR AS TO WHETHER ANY PURCHASER WILL QUALIFY FOR FINANCING OR AS TO THE TERMS, COST OR AVAILABILITY OF SUCH FINANCING. THE SPONSOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ANY APPLICANT IF THEIR APPLICATION FOR FINANCING IS NOT ACCEPTED.

The Closing of Title to a Residential Unit where the Purchaser has obtained financing will take place simultaneously with the Closing of the mortgage loan and the proceeds will be applied towards the then balance of the purchase price.

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XV. EFFECTIVE DATE OF THE PLAN

Sponsor's offer to sell the Residential Units is contingent upon the Plan being declared effective and no Closing to a Residential Unit will be held until the Plan is declared effective. This Offering Plan will not become effective until bona fide Purchasers, including investors, have executed Purchase Agreements which have been accepted by Sponsor for at least fifteen (15%) percent in number of the Residential Units offered for sale under the Plan excluding Residential Units of an ancillary nature (15% x 65 Residential Units = 10 Residential Units). The Sponsor will declare the Plan effective by personal service of notice on every Purchaser or commencement of service by mail stating that the plan has been declared effective. The Sponsor will, within five (5) business days of said notice, submit for filing an amendment to the Plan disclosing the Plan's effectiveness and will file an affidavit of service of the notice on all Purchasers. Sponsor will not close title to the first Residential Unit until the amendment disclosing the effectiveness of the Condominium has been accepted for filing by the Attorney General. In the event all Purchase Agreements are either rescinded or terminated prior to the date of the closing of title to the first Residential Unit, regardless of whether the Declaration of Condominium has been recorded, the Sponsor must re-declare the Offering Plan effective prior to closing title to a Residential Unit. 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) based on Purchase Agreements where the Purchaser has not had at least three (3) business days to review the Offering Plan and all filed amendments; or

(iii) with any Purchaser who is the Sponsor, the Selling Agent, or the Managing Agent or is a Principal of the Sponsor, the Selling Agent or the Managing Agent or is related to the Sponsor, the Selling Agent or the Managing Agent or to any Principal of the Sponsor or the Selling Agent or the Managing Agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a Principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

Further, prior to declaring the Plan effective, the Sponsor has the option not to close title to the Residential Units and to abandon the Plan at any time, if less than eighty (80%) percent in number of Residential Units offered hereby are sold and title to any Residential Unit has not been conveyed (80% x 65 Residential Units being offered for sale = 52 Residential Units). In the event Sponsor exercises such an option, it shall forthwith return to the Purchaser all monies paid with interest, if any, within five (5) days

of the abandonment of the Plan. When Purchase Agreements for eighty (80%) percent of the Residential Units have been entered into the Sponsor must declare the Plan effective.

Once the Plan has been declared effective, it may not be abandoned except for (i) a defect in title which cannot be cured for less than one-half percent (½%) of the total amount of the offering or (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half percent (½%) of the total offering, or (iii) the taking of any material portion of the property by condemnation or eminent domain. Any stated dollar amount relied upon as basis for abandonment after effectiveness will exclude all attorneys' fees as well as any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record. In addition, said amount will exclude any judgments and liens against the property resulting from the acts of the Sponsor or any of its Principals which are known to the Sponsor on the acceptance date of the Plan. In the event Sponsor abandons the Plan, it shall do so by means of a filed amendment to the Plan. All monies advanced by Purchasers will be returned to them within five (5) days of the abandonment of the Plan. If Sponsor decides to abandon the Plan before declaring the Plan effective, Sponsor will file an amendment disclosing such abandonment and file a RS-3 Form with the Department of Law. In such an event, Sponsor shall return any Deposit paid by Purchaser within five (5) days of acceptance of the amendment abandoning the Offering Plan.

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XVI. TERMS OF SALE

After the Plan has been declared effective the Sponsor will fix a date for the Closing of Title to all Residential Units for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the first Closing and setting such Purchaser's Closing Date. Notice will be sent to all Purchasers who have executed and delivered Purchase Agreements to the Sponsor and whose Purchase Agreements are then in effect by (i) personal delivery; or (ii) mailing by regular mail or registered or certified mail with or without return receipt requested, addressed to the Purchasers at the last known residence of such Purchaser or, if the Purchaser has provided written information of an alternative address for notices, addressed to the Purchaser at the alternative address. If Sponsor has no information of the last known residence address but has written information of the place of business or employment of such Purchaser, the mailing shall be addressed to such last business or employment address. Said notice will also include notice of the obligation to pay the balance of the purchase price.

Such notice will be served no less than thirty (30) days before the date set for the Closing of the Residential Units for those Purchasers who entered into a Purchase Agreement before the Plan was declared effective. Sponsor may permit Purchasers to waive the thirty (30) day provision by a written waiver. Any Purchaser who enters into a Purchase Agreement after the Plan is declared effective will also receive not less than thirty (30) days written notice of the date, time and place for the Closing of Title to Purchaser's Unit, unless Purchaser gives a written waiver of such thirty (30) day notice. A form for such waiver of the thirty (30) day notice is contained as Schedule D-3 to the Offering Plan.

On the Closing Date, fee title to the Unit will be conveyed to the Purchaser together with the Unit's undivided Percentage of Common Interest in the Common Elements. The Closing of Title to the first Unit is expected to commence by January 1, 2025. Such Closing, however, will only take place after or simultaneously with the happening of the following events:

1. The delivery to the Residential Unit Owner of a Bargain and Sale Deed with covenants against grantor's acts. A copy of the Deed is set forth as Schedule F in Part II of the Plan.

2. The Sponsor's repair of any damage from a casualty or other cause that occurs before the Closing of Purchaser's Unit.

3. The issuance of a temporary or permanent Certificate of Occupancy to the Unit or Building in which the Unit is located and any other necessary permits.

4. Title to each Residential Unit and its appurtenant Percentage of Common Interest in the Common Elements will be conveyed at the Closing free and clear of all liens, encumbrances, and title exceptions other than those described in the Offering Plan and the proposed Residential Unit Deed. Purchasers have the right to retain title insurance from any title company of their choice that is authorized to do business in the State of New York.

5. If so requested by the Purchaser, Madison Title Agency, as agent for a title company authorized to do business in the State of New York, with offices located at 1125 Ocean Avenue, Lakewood, New Jersey 08701, telephone (732) 905-9400, shall agree to insure that such Purchaser has good and marketable fee title in the Residential Unit, free and clear of all liens, encumbrances and title exceptions, except those set forth below, the Deed, and subject to the provisions of the Declaration and By-Laws and any mortgage executed by the Purchaser and that the Condominium was validly formed pursuant to Article 9-B of the Real Property Law. Purchasers have the right to obtain title insurance from any title company of their choice authorized to do business in the State of New York.

6. All personal property located within the Residential Unit on the date the Purchase Agreement is signed or located within the Common Elements on the date the Declaration is filed, that is owned by the Sponsor or the owner of the property, is included in the conveyance unless specifically accepted in the Offering Plan.

7. The Declaration, By-Laws, floor plans and engineers and tax authority certification required by Section 339-p of Article 9-B of the Real Property Law of the State of New York shall be recorded or filed as required by law.

8. The Residential Unit and its undivided Percentage of Common Interest in the Common Elements shall not be subject to the lien of any mortgage at the time of Closing except any mortgage requested by the Purchaser at the time of Closing representing a purchase money mortgage or mortgages taken by the Purchaser.

9. Title to each Residential Unit and its appurtenant interest in the Common Elements will be conveyed to a Purchaser at the Closing free and clear of all liens, encumbrances, and title exceptions other than those described in the Offering Plan and the proposed Residential Unit deed.

10. The Sponsor will give each Purchaser who entered into a Purchase Agreement before the Plan was declared effective not less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to Purchaser's Residential Unit unless a Purchaser waives such thirty (30) days' notice. Any Purchaser who enters into a Purchase Agreement after the Plan is declared effective will also receive not less than thirty (30) days'

written notice of the date, time and place for the transfer of title to Purchaser's Residential Unit, unless Purchaser waives such thirty (30) day notice. A form for such waiver of the thirty (30) day notice is contained as Schedule D-3 to the Plan.

11. The filing of an amendment to the Offering Plan disclosing that the Plan has been declared effective and that the terms of this Section of the Offering Plan will be met, that the Residential Units to be closed have been constructed in accordance with the plans and specifications filed with the Building Department of New York City and that the Sponsor has complied with the requirements of this Section.

12. Purchaser shall receive any manufacturers' warranty certificates with respect to equipment and appliances installed in the Residential Unit and Sponsor shall assign any warranties with respect to equipment and appliances installed in Common Elements to the Board of Managers.

13. The Purchaser shall execute the Power of Attorney in the form annexed to the Purchase Agreement designating the Board of Managers and/or the Sponsor as the Purchaser's attorneys-in-fact, coupled with an interest for the purposes contained therein, including the following: (i) to acquire title or lease, any Unit acquired by the Board of Managers pursuant to the provisions of the Declaration and/or By-Laws contained in Article Fourteenth of the Declaration and Article XI of the By-Laws and to sell or lease, mortgage, vote or otherwise deal with such Unit under such terms as the Board of Managers in its sole discretion shall deem proper (ii) to acquire title or lease any Unit, together with its Common Interest whose Unit Owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine, (iii) to commence, pursue, appeal, settle and/or terminate administrative and real estate tax certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel; (iv) taking any other action which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the City of New York, or any other public authority, applicable to the Condominium, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board or Managers deems necessary or appropriate; (iv) to grant to Sponsor a power of attorney to

amend the Condominium Declaration and to effectuate the rights granted to Sponsor and Unit Owners as set forth in Article Eleventh of the Declaration; (v) to the Board of Managers, the Sponsor and their successors, designees and/or assigns to amend the Declaration and the By-Laws for the purposes set forth in Article Eleventh, Sections 2 and 3 of the Declaration, and Article X, Sections (c) and (g) of the By-Laws; (vi) to the Board of Managers of the Condominium to nominate, designate, constitute and appoint the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium; (vii) to the Board of Managers of the Condominium and the Sponsor, their successors and/or assigns, their true and lawful attorneys-in-fact coupled with an interest in their name and on their behalf to vote at any Residential Unit Owners meeting for, and to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Residential Units, as built, and to amend any Filed Map or amending such Declaration; (viii) to create any utility easements; (ix) or to carry out any of the provisions of the Declaration of Condominium granting a power of attorney to the Board of Managers and/or the Sponsor to take the actions granted therein; (x) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies or to the Condominium Board of Managers and the Sponsor (as long as the Sponsor, its successors or assigns retains a Unit in the Condominium) the right to comply with any and all provisions contained in the Easement Volume Agreement, including but not limited to the right to amend the Declaration and By-Laws to convert the Easement Volume from a Commercial Unit Limited Common Element to a General Common Element of the Condominium.

The acts of a majority of such persons constituting the Board shall constitute the acts of said attorneys-in-fact.

14. Purchasers should note that the Financial Crimes Enforcement Network ("FinCEN"), of the U.S. Department of the Treasury issued a revised

Geographic Targeting Order ("GTO") dated November 8, 2019, as renewed on October 22, 2023, and ending on April 28, 2024, requiring U.S. title insurance companies and any of its subsidiaries and agents, to report to FinCEN the personal identity of purchasers in residential transactions in which:

(3) Residential real property is purchased by a legal entity as defined in the GTO as follows: a corporation, limited liability company, partnership or other similar business entity, whether formed under the laws of a state or of the Residential United States or a foreign jurisdiction, other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Securities Exchange Commission ("SEC") or a self-regulatory organization registered with the SEC, or an entity solely owned by such a business;

(2) the Purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Staten Island or Manhattan in New York City;

(3) the total purchase price is in the amount of $300,000 or more;

(4) such purchase is made without a bank loan or other similar form of external financing; and

(5) such purchase is made at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer or virtual currency.

The Order affects all residential real property closings occurring on or after November 12, 2019, as renewed on October 27, 2023. A copy of the updated GTO is available at:

https://www.fincen.gov/sites/default/files/shared/Phase_17_RRE_GTOs_Order_FINAL_508C.pdf

All questions about the Order should be directed to the FinCEN Resource Center at FRC@FinCEN.gov. See Section XI of Part I of the Offering Plan.

Title to the Unit will be subject to the following:

1. State of facts of the property as shown on a survey to be made prior to the Closing of Title provided such facts would not render title unmarketable and any state of facts which an accurate survey of the Building would show provided such state of facts would not render title unmarketable.

2. Any sewer, water, gas, electric, drainage, telephone, cable television or utility easements granted or to be granted hereafter.

3. All of the terms, covenants and conditions of the Declaration, the By-Laws of the Condominium and the Building Plans, as they are subsequently filed or recorded, the Offering Plan and any amendment thereto.

4. All easements set forth in the By-Laws and Declaration of the Condominium as they are subsequently recorded in the Offering Plan and Purchase Agreement, including:

   (a) Easements in favor of the Unit Owners of other Units to use the pipes, wires, conduits, cable television, and public utility lines located in the Common Elements or in the Unit itself servicing such other Units and/or the Common Elements.

   (b) Easements in favor of the Board of Managers, its agents, contractors or employees to have a right of access to any Unit and to the Common Elements to inspect, maintain or repair or to make repairs to any Unit to prevent damage to the Common Elements, no matter how classified, or any other Units, to make repairs to the General Common Elements, General Residential Units' Limited Common Elements and to any Individual Residential Unit's Common Elements that have been delegated to the Condominium for repair, maintenance and/or replacement to any wires, pipes, conduits or cable television system servicing any of the Units or to make repairs to any other Unit, regardless of the nature of the Common Element.

   (c) Easements in favor of those Units having restricted use to portions of the Common Elements.

   (d) Easements in favor of a Commercial Unit Owner and/or its tenants to erect, maintain and replace one (1) or more signs on the property permitted by law for the purpose of advertising the operation of any business conducted therein.

   (e) Easements in favor of a Commercial Unit Owner for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, water and other mechanical lines and fixtures and equipment on the exterior walls, the roof and through the Common Elements of the Building, and in through under and over a Commercial Unit; (ii) through the Common Elements of the Building for access to the roof for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located on the roof, provided, however, that except in the case of an emergency, the right of access may be exercised only after prior notice to the Board of Managers. The Commercial Unit shall be subject to easements in favor of any other

Commercial Unit as a result of the right to subdivide the Commercial Unit as provided in Section IX of the Plan, for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving a Commercial Unit. The Owner and tenants of a Commercial Unit shall have the right, at their sole expense, to install separate heating systems for a Commercial Unit and an easement is granted in, over, under and through the Building for the installation, maintenance, repair and replacement of the heating systems and all necessary pipes, lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised and (iii) for access to any equipment that services a Commercial Unit and which is located in the Residential Area of the Building or any of the Limited Common Elements for the exclusive use of Unit(s) or exclusive use of any portion of the Building.

(f) Easements in favor of the Residential Unit Owners for access through the Commercial Unit and any other part of the Building for the purpose of access, installation, maintenance, repair and replacement of any flues, vents, gas, air-conditioning, heating, ventilation, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing the Residential Area of the Building, the Residential Units and/or the entire Building.

(g) Easements for the continuance of encroachments on any Unit and on the Common Elements by other Units or portions of the Common Elements, now existing by reason of the construction of the Units, or hereafter occurring by reason of the settling or shifting of the Units, or by reason of the repair and/or restoration by the Board of Managers of the Units or such other Units or such Common Elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the Common Elements made by the Board of Managers, so that any such encroachments may remain as long as the Units stand.

(h) Any and all easements provided for in the Easement Volume Agreement to the Authority, New York City and/or any other City or municipal agency or department or any other person, contractor, sub-contractor or company stated therein.

(i) Covenants, Conditions, Restrictions, Easements, Agreements, etc. of record as follows:

(i) Covenant in Reel 3533 Page 99.
(ii) Covenant and Fire Escape in Reel 3697 Page 341 and in Reel 3843 Page 31.
(iii) Agreement in Reel 691 Page 1544.
(iv) Certification Pursuant to Zoning Lot Subdivision D in CRFN 2005000377004.
(v) Declaration of Zoning Lot Restrictions in CRFN 2005000377005.
(vi) Waiver of Declaration of Zoning Lot Restrictions and Consent and Subordination to Zoning Lot Development and Easement Agreement in CRFN 2005000377006.
(vii) Waiver and Declaration of Zoning Lot Restrictions on Consent and Subordination to Zoning Lot Development and Easement Agreement in CRFN 2005000377007.
(viii) Zoning Lot Development and Easement Agreement in CRFN 2005000377008, as amended by CRFN 2014000347904.
(ix) Declaration of Zoning Lot Description in CRFN 2017000347903.
(x) Waiver of Declaration of Zoning Lot Restrictions and Subordination to Zoning Lot Development Agreement in CRFN 2014000347905.
(xi) Certification pursuant to Zoning Lot Subdivision D in CRFN 2019000173353.
(xii) Zoning Lot Description and Ownership Statement in CRFN 2019000173354.
(xiii) Declaration of Zoning Lot Restrictions in CRFN 2019000173355.
(xiv) Waiver of Declaration of Zoning Lot Restrictions in CRFN 2019000173356.
(xv) Certification pursuant to Zoning Lot Subdivision D in CRFN 2019000198803.
(xvi) Zoning Lot Description and Ownership Statement in CRFN 2019000223983.
(xvii) Declaration of Zoning Lot Restrictions in CRFN 2019000223984.
(xviii) Waiver of Declaration of Zoning Lot Restrictions in CRFN 2019000223985.
(xix) Easement Volume Agreement in CRFN 2021000106645.
(xx) Waiver, Consent and Subordination in CRFN 2021000106646 and CRFN 2021000106647.
(xxi) Light and Air Easement Agreement in CRFN 2021000106648.

5. Purchasers should note that the Light and Air Easement Agreement (the ”Agreement”) referenced above recorded in the New York City Register’s Office in Document No. 2021000106648 provides for an agreement between the Sponsor (the “Grantor”) as the owner of the Building that is the

subject of this Offering Plan ("Parcel A") and the owner of a building ("Parcel B") (the "Grantee") located on Tax Lot 25 in Block 914 on the New York County Tax Map that provides among other rights the following:

(a) Grantor for itself, its successors, and assigns, hereby grants to Grantee, for itself, its successors, and assigns, subject to applicable laws, a permanent and exclusive easement solely for, except as otherwise set forth in the Agreement, light and air over and across that certain portion of Parcel A designated on the Setback Plans, commencing at an elevation of thirty-three (33) feet above Datum Level and extending to the sky, and extending eastward from the tax lot boundary line between Parcel A and Parcel B a depth of 4'-3" to 4'-6" along the entire tax lot boundary line between Parcel A and Parcel B, as shown on the Setback Plans (that certain volume of space occupied by the light and air easement shall be referred to herein as the "Easement Area".) In addition to a permanent and exclusive easement for light and air, Grantee may also temporarily use the Easement Area to the extent reasonably necessary for (i) the installation, location, operation, cleaning, maintenance and repair and/or replacement of the roof, windows, vents, and/or modification to chimney/flues for Grantee's existing building (or any replacement or reconstruction thereof); and (ii) the ordinary and necessary inspection, cleaning, maintenance and repair and/or replacement of the façade, including but not limited to the use and/or installation of window washing equipment, scaffolding, and rigging (and related operations) required for such ordinary and necessary cleaning, maintenance, and repair and/or replacement for Grantee's existing building (or any replacement or reconstruction thereof). Grantee shall provide Grantor at least ten (10) days advance notice of any temporary use of the Easement Area as permitted in the Agreement, except that, in the event temporary use of the Easement Area as permitted in the Easement Agreement is needed on an emergency basis, Grantee shall provide Grantor notification within two (2) days after commencement of the emergency work.

(b) Pursuant to the Agreement, Grantee agrees to the presence of the metal louver and cantilever within the Easement Area expressly shown on the Setback Plans. In the event that the DOB requires Grantor to make modifications to the metal louver and/or cantilever as shown on the Setback Plans that are substantially similar thereto, pursuant to the Agreement, Grantee agrees to amend the Agreement to update the Setback Plans with any such modifications as approved by the DOB, provided such modifications are designed to allow substantially equivalent light and air to penetrate into the Easement Area, subject to applicable laws.

(c) Except as set forth in (b) above, Grantor covenants and agrees that no buildings, improvements, alterations, mechanical equipment, or additions shall be constructed or allowed to exist on Parcel A that shall encroach into the Easement Area, and no rebuilding or replacement, whether following a casualty or otherwise, shall be made so as to encroach into the Easement Area. Grantor further covenants and agrees that it shall keep the Easement Area clean, and free of debris, trash, and rubbish, and shall not cause or allowed to be caused any offensive odor, nor any noise or vibration in violation of applicable laws, to be emitted from or within the Easement Area.

6. Any additional declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Residential Unit as a one (1) family residence or do not prevent use of a Commercial Unit for any use permitted by applicable law and the Common Elements for their intended use and purpose and do not constitute a lien against the Unit or any of the Common Elements.

If any existing mortgages or construction loans will not be satisfied at or prior to the Closing of the first Residential Unit then at the time of conveyance of the first Residential Unit 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 of Condominium; or

(iii) release its lien on the Condominium Unit being conveyed and its interest in the Common Elements.

All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid together with the maximum interest permitted in New York thereon, chargeable to any Unit Owner shall constitute a lien on the Unit Owner's Unit prior to all other liens except: (a) all sums unpaid on any first mortgage of record encumbering any Unit; (b) The Unit Owner Lien as provided for in the Easement Volume Agreement; and (c) tax or assessment liens on the Unit by the taxing subdivisions of any governmental authority, including but not limited to State and City taxing agencies.

The Sponsor has been advised by its counsel that in counsel's opinion, none of the exceptions to title herein above set forth are contrary to the terms of the Purchase Agreement nor will they interfere with the quiet use or enjoyment of the Purchaser's Unit or the Common Elements of the Condominium.

The risk of loss or damage to the Residential Unit by fire or any other cause until delivery of the deed is assumed by the Sponsor. In the event a substantial portion of the

Residential Unit or Condominium shall be destroyed or damaged prior to Closing, Sponsor shall be entitled to cancel the Purchase Agreement by written notice to the Purchaser, together with a check in the amount of the Deposit paid by Purchaser, with interest, if any. The parties shall thereafter be released from any further liability. In the event a Purchaser takes actual possession prior to Closing, said Purchaser will assume the risk of losses not covered by insurance upon production of the policy by the Sponsor to the Purchaser which provides that actions of interim lessees are not covered under the then existing policy. If Purchaser is or becomes the occupant or tenant of the Residential Unit prior to Closing, then, as of the date of Purchaser's occupancy, Purchaser shall be responsible for any and all damage caused by any acts or omissions of Purchaser, or Purchaser's agents, employees, invitees or family members. If any part of the Residential Unit is damaged or destroyed by any casualty prior to Closing, Sponsor will have the option to restore the Residential Unit to its previous condition as soon as reasonably possible. In the event Sponsor elects to restore the Residential Unit, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Sponsor. Sponsor agrees to notify Purchaser of Sponsor's decision within ten (10) business days of the date of such casualty. In the event Sponsor elects not to restore the Residential Unit, then the Purchase Agreement will terminate, and the Purchaser will receive a full refund of all monies paid to Sponsor. The Purchaser and Seller shall thereafter be released from any further liability.

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XVII. CLOSING COSTS AND ADJUSTMENTS

The estimated Closing Costs and expenses to be borne by each Purchaser are as follows:

1. Fee title insurance is available from Madison Title Agency, as agent for a title company authorized to do business in the State of New York, with offices located at 1125 Ocean Avenue, Lakewood, New Jersey 08701, telephone (732) 905-9400. Sponsor has obtained its title insurance from Madison Title Agency. If a Purchaser elects to obtain fee title insurance and for mortgage title insurance, the Purchaser will pay the premium therefor which will vary depending upon the purchase price and whether or not a mortgage title policy is obtained simultaneously with the fee title policy. Title insurance rates are set by the New York Board of Title Underwriters and filed with the New York State Insurance Department. The Purchaser is free to obtain title insurance from any company of their choice without incurring a penalty.

2. Purchasers should anticipate additional fees for Endorsements to the Owner and Mortgage Title Insurance, as applicable, and fees for municipal and other searches. These fees can be estimated at approximately $795.

3. Fees for the recording of the mortgage, deed, power of attorney and any affidavit required in connection with the mortgage tax credit available under RPL §339-ee which total approximately $885.

4. Purchasers should further note that pursuant to a recent New York State Department of Taxation and Finance opinion, any consideration for a Storage Space License Agreement needs to be aggregated to the overall purchase price in determining transfer taxes. The aggregation of the sums paid by a Purchaser towards the sales price of a Residential Unit and the consideration for the License Agreement might result in the Mansion Tax being applicable for a higher rate to be paid towards the New York State and/or New York City transfer taxes.

5. In the event the Purchaser shall obtain a purchase money first mortgage, Purchaser shall pay recording fees for the mortgage of approximately $100. For first mortgages in an amount less than $500,000, Purchaser shall be required to pay a mortgage tax of 2.05% of the amount of the mortgage less $25 and for first mortgages in an amount in excess of $500,000, Purchaser shall pay a mortgage tax of 2.175% of the amount of the mortgage less $25. In addition, the Purchaser will be required to pay the lending institution's attorney's fees, any mortgage origination fees, bank credit and appraisal fees and other expenses that the lending institution may charge incident to the making of the permanent loan. If applicable, a portion of the mortgage recording tax set forth above will be computed in accordance with Section 339-ee subsection 2, of the New York Condominium Act, and shall be paid

to the Sponsor in reimbursement of mortgage recording taxes which the Sponsor may have previously paid in connection with existing mortgage on the Condominium. If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

(a) fee and service charge for recording the mortgage;

(b) a mortgage recording tax in the amount provided for by law;

(c) to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by Section 339-ee(2) of the New York Condominium Act, to the extent same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid, if applicable. To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by contractual arrangement the Purchaser shall pay to Sponsor at the Closing for such Residential Unit the amount of any such credit, if applicable. If Purchaser's Lender, that is providing a mortgage, assumes or consents to the assignment of a mortgage lien encumbering only such Purchaser's Residential Unit and as a result is entitled to an exemption of all or a portion of the mortgage tax which would have been available to the Purchasers, the Purchaser shall pay to Sponsor the amount of such exemption (the "Assignment Exemption"). In the event the credit under Section 339-ee(2) is not available and the Assignment Exemption is provided, the Sponsor, at its own discretion, may utilize the exemption to provide a discounted closing cost to the Purchaser upon which the Purchaser would be responsible for the legal fees in connection with obtaining such exemption and at no time would such fees exceed the amount of tax payable by Purchaser to the taxing authority had such an exemption not been made available.

There will be no mortgage closing costs if a Purchaser does not obtain a mortgage.

6. The New York State Transfer Tax as of the date of the Offering Plan is $2.00 per $500 of the purchase price where the purchase price is under $3,000,000 and $3.25 per $500 where the consideration is $3,000,000 or greater and New York City Real Property Transfer Taxes of one (1%) percent of the Purchase Price where the consideration is less than $500,000 and 1.4259% where the consideration is $500,000 or greater and a Supplemental Tax where the consideration for the conveyance is $2,000,000 or more. These taxes are normally an expense of the Sponsor; however, by contractual arrangement they will be paid by the Purchaser. Pursuant to Section 14014(a) of the Tax Law of the State of New York, as amended on July 1, 2021, where New York State Real Estate Transfer Tax

is paid by the Purchaser pursuant to contractual agreement, such tax will be excluded from the total calculation of consideration of the Purchase Price. However, the amount of the New York City Real Property Transfer Tax will be included in the consideration of the Purchase Price in determining the amount of the New York City Transfer Tax. The New York City Transfer Tax is calculated as follows:

(a) Multiply the purchase price, including the License Fee, by the City Tax Rate to compute a tentative tax.

(b) Add the tentative New York City Transfer Tax to the purchase price.

(c) Multiply the total of "b" above by the City Rate.

EXAMPLE: Purchase Price = $2,975,000 + $22,600 (License Fee) = $3,997,500

(1) $3,997,500 x .014259 = $57,000 (rounded off)

(2) $3,997,500 + $57,000 = $4,054,000

(3) $4,054,000 x .014259 = $57,806 = amount due for New York City Real Property Transfer Tax.

The following are the rates applicable to the Supplemental Tax.

Entire Conveyance Amount	Supplemental Tax Rate
At least $ 2 million but less than $ 3 million	One-quarter of one percent (.25%)
At least $ 3 million but less than $ 5 million	One-half of one percent (.5%)
At least $ 5 million but less than $10 million	One and one-quarter percent (1.25%)
At least $10 million but less than $15 million	Two and one-quarter percent (2.25%)
At least $15 million but less than $20 million	Two and one-half percent (2.5%)
At least $20 million but less than $25 million	Two and three-quarters percent (2.75%)
$25 million dollars or more	Two and nine-tenths percent (2.9%)

The Purchaser is required to pay the supplemental tax. If the Purchaser fails to pay the tax or is exempt, the Sponsor is required to pay the tax. When the Sponsor is required to pay the tax because the Purchaser has failed to pay, the Supplemental Tax becomes the joint and several liability of the Sponsor and the Purchaser. The additional transfer tax applies only to conveyances of residential real property when the consideration for the conveyance is $3 million dollars or more/ and conveyances of any other property when the consideration for the conveyance is $2 million dollars or more.

7. Any Residential Units where the total consideration is $1,000,000 or more are also subject to the provisions of Section 1402-a and 1402-b of the Tax Law of the State of New York (Mansion Tax) which requires a New York

State Tax of the Purchase Price as follows based on the following total consideration:

Total Consideration	**Mansion Tax**
Less than $1,000,0000	Not subject to tax
$1,000,000 to $1,999,999.99	1%
$2,000,000 to $2,999,999.99	1.25%
$3,000,000 to $4,999,999.99	1.5%
$5,000,000 to $9,999,999.99	2.25%
$10,000,000 to $14,999,999.99	3.25%
$15,000,000 to $19,999,999.99	3.5%
$20,000,000 to $24,999,999.99	3.75%
$25,000,000 or more	3.9%

Pursuant to the provisions of the statute it is a Purchaser's obligation to pay the Mansion Tax.

8. Working Capital equal to one (1) month of Common Charges to be paid to the Condominium. While Sponsor is in control of the Board of Managers, the Working Capital Fund may be used to reduce the Common Charges of the Condominium. The Condominium Board of Managers may authorize the use of the Working Capital Fund to reimburse Sponsor for prepaid expenses of the Condominium. The only budgetary item that might require a substantial credit to the Sponsor would be the insurance disclosed in Schedule B. At such time as the Sponsor relinquishes control of the Board of Managers, oversight and management of any remaining balance of the Working Capital Fund will be the obligation of the Members of the Board of Managers. The Offering Plan does not provide for any minimum Working Capital Fund to be turned over to the Board of Managers.

9. Reserve Fund contribution equal to one (1) month of Common Charges to be deposited into the Condominium's Reserve Account.

10. Any Residential Units that are being offered for sale for $1,000,000 or more are also subject to the provisions of Section 1402-a and 1402-b of the Tax Law of the State of New York ("Mansion Tax") which requires a New York State Tax of one (1%) percent of the Purchase Price. Pursuant to the provisions of the statute, the obligation to pay the tax is the Purchaser's.

11. Each Purchaser shall pay a legal fee of Sponsor's Closing Attorney in the amount of $3,000 per Unit. An additional fee of $750 per closing to Sponsor's Closing Attorney shall be due for closings which occur outside the offices of Sponsor's Closing Attorney. Additionally, a legal fee of $500 shall be payable to Sponsor's Closing Attorney for the work involved in processing any assignment of a Purchase Agreement. No such assignments are permitted without the prior written consent of Sponsor. A legal fee of $750 shall be payable to Sponsor's Closing Attorney for the

work involved as a result of any adjournment by a Purchaser within forty-eight (48) hours of the scheduled time of Closing.

12. Any mortgage tax credit received pursuant to Section 339-ee of the Real Property Law will inure to the benefit of Sponsor.

13. A pro-rata portion of the estimated then current year's Condominium insurance based on the Percentage of Common Interest of the Unit being purchased regardless of whether or not the first Board of Managers has commenced the collection of Common Charges.

As an example, a Purchaser of a Residential Unit in which the purchase price is $3,975,000, who procures a first mortgage in the amount of $3,180,000, who enters into a License Agreement for a Storage Space where the License Fee is $22,600 and who has a Residential Unit's Residential Interest of 3.3480% and general Percentage of Common Interest of 3.1539% will pay the following approximated Closing Costs:

Owners Policy and Endorsements:	
Fee Title Insurance	$ 14,634
Market Value Rider	$ 1,463
Loan Policy and Endorsements:	
Mortgage Insurance	$ 2,969
Residential Mortgage	$ 50
TIRSA-8.1 Environmental Lien	$ 50
Waiver of Arbitration	$ 50
TIRSA-4 Condominium	$ 50
Miscellaneous Charges:	
Municipals	$ 395
Bankruptcy Search	$ 100
Patriot Search	$ 100
Escrow Service Fee	$ 50
Estimated Sales Tax	$ 52
State and Local Taxes:	
Mortgage Tax	$ 61,185
New York State Transfer Tax	$ 26,523
New York City Transfer Tax	$ 57,806
Mansion Tax	$ 61,203
Recording Fees:	
Mortgage Recording (up to 25 pgs + $5 per Additional page)	$ 250
Deed Recording Fee (up to 3 pgs + $5 per Additional page)	$ 275
Condominium POA	$ 100
Assignment	$ 100

Additional Expenses

Condominium Working Capital	$ 2,241
Condominium Reserve Fund Contribution	$ 2,241
Sponsor Attorney Fees for Preparation of Deed, Power of Attorney and other Closing:	$ 3,000
Fee for completion of any Lender's Mortgage Questionnaire	$ 250
Fee to Sponsor's Attorney for Preparation of ACRIS Documents	$ 250
TOTAL:	**$235,387**

Purchasers obtaining mortgage loans are also advised that they will be responsible for the payment of all closing costs and expenses in connection therewith in amounts determined by the lender. These costs customarily include origination fees (or "points"), commitment fees, fees for credit checks, mortgage title insurance, lender's attorneys' fees and appraisal fees. Also, a Purchaser obtaining a mortgage may be required by the lending institution to deposit monthly with the lending institution, commencing with the Closing Date, an escrow for the payment of annual real estate taxes and insurance premiums. The amount of such escrow Deposit to be made at Closing will depend on the number of months remaining between the Closing of Title and the date these amounts are next due to be paid and the estimated amounts then payable, as well as the custom and practice of the particular lender involved.

To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Residential Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Residential Unit the amount of any such credit, if applicable, which may be available pursuant to Section 339-ee(2) of the New York State Condominium Act. If a Purchaser's lender assumes or consents to the assignment of a mortgage lien encumbering only such Purchaser's Residential Unit and as a result is entitled to an exemption of all or a portion of the mortgage tax which would have been available to the Purchasers and shall pay to Sponsor the amount of such exemption.

In addition, if a Closing takes place, at the request of Purchaser, at any location other than the office designated by Sponsor or Sponsor's attorney's office, Purchaser shall pay to Sponsor's attorney a travel fee in the sum of $750.

In addition, in the event the Sponsor's Attorney is required to prepare the New York City "ACRIS" transfer documents Purchaser shall be required to pay Sponsor's attorney an additional fee of $250. In the event the title company prepares the ACRIS, Purchaser shall pay the applicable fee of the title company.

In the event a Closing is adjourned with Sponsor's consent, at the request of Purchaser or Purchaser's attorney within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall also pay Sponsor's attorney an adjournment fee in the sum of $750.

Purchaser shall also pay, or reimburse to Sponsor, if the Sponsor has already made payment, the following charges: (a) inspections and (b) appraisals.

In the event the Residential Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Residential Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Residential Units in the Condominium for the six (6) month period following the first Closing. Thereafter, at each Closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Residential Unit. Alternatively, the Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the unsold Residential Units for such six (6) month period and may collect at each Closing the estimated amount of taxes attributable to such Residential Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable. After the Residential Units are separately assessed, the funder of the escrow account and the Residential Unit Owner will be reimbursed for any overpayment of taxes or assessed for an underpayment.

If through no fault of Sponsor, Purchaser fails for any reason to Close Title after the date originally scheduled in Sponsor's Notice of Closing or such later date (if applicable) to which Sponsor in a subsequent Notice for Closing adjourned the Closing, all of the aforementioned apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Sponsor's adjourned Closing Date (as the case may be). In addition, Purchaser shall pay to Sponsor at or prior to the actual Closing an amount equal to .0438% per day (which equals an annual rate of 16%) of the purchase price for the Residential Unit for each day beyond such originally scheduled or Sponsor adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Sponsor's carrying costs and other charges. In no event shall the rate exceed the maximum limit allowed pursuant to applicable law.

The fee title policy premiums and the recording charges set forth above are estimates based on the rates in effect as of the date of this Offering Plan. If said premiums, charges or rates are subsequently revised by the title company, the State, or Municipality, each Purchaser shall be required to pay the title policy premiums, recording charges and Closing Costs in effect as of the date of the Closing of Title to their Residential Unit.

The Sponsor anticipates, but does not guarantee, that the only items which will be apportioned at the Closing of Title to the Residential Units will be real estate taxes and sewer charges, if any, and Common Charges, if they have been declared by the Board of Managers. The adjustments will be made as of 11:59 P.M. on the day preceding the Closing Date. In the event there are any other items which are to be apportioned at Closing, said items will be adjusted at the Closing. The Sponsor will advise the Purchaser of the Closing Date by giving Purchaser written notice at least thirty (30) days prior to the Closing Date.

XVIII. RIGHTS AND OBLIGATIONS OF THE SPONSOR

No bond or other security has been furnished to secure performance of the following obligations. All obligations pertaining to the Common Elements shall be enforceable only by the Board of Managers on behalf of the Unit Owners and not by the individual Unit Owners. During the time the principals of the Sponsor control the Board of Managers, it is within their sole power to enforce the obligations of the Sponsor pertaining to the Common Elements. The following shall pertain to the Sponsor:

1. Sponsor will endeavor in good faith to market and sell the Residential Units in the Condominium. Notwithstanding, Sponsor retains the unconditional right to rent rather than sell the Residential Units. Because Sponsor is retaining the unconditional right to rent rather than sell Residential Units, this Plan may result in the creation of a condominium in which a majority of the Residential Units are not owned by owner-occupants or investors unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium Sponsor shall not rent a Residential Unit in the Condominium prior to consummation of the Plan as defined in Title 13 NYCRR § 20.1(c)(6).

2. The Sponsor has no obligation to defend any suits nor to indemnify the Board of Managers or Unit Owners arising out of any act or occurrence occurring prior to the recording of the Declaration of Condominium except claims arising out of the acts, omissions or representations of the Sponsor.

3. All representations under the Offering Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Offering Plan which are to be performed subsequent to the Closing Date will survive delivery of the deed.

4. Until title to a Residential Unit is passed to a Purchaser, the Sponsor will pay such Common Charges, Special Assessments and real estate taxes, as are assessed by the Board of Managers of the Condominium, and the City of New York on the Residential Units to which title has not passed. Once title is passed to a Purchaser the Purchaser shall be solely responsible for all Common Charges, Special Assessments, real estate taxes and all other costs applicable to the Residential Unit, as are assessed by the Board of Managers of the Condominium and the City and State of New York. No bond or other security has been posted to secure such obligations. Sponsor will fund its financial obligations to the Condominium from the income derived from the sale of the Residential Units and Sponsor’s assets. Sponsor currently has the resources necessary to meet its obligations under the Offering Plan.

5. In the event a Residential Unit is damaged by a casualty or other cause prior to the Closing of Title to a Residential Unit, the Sponsor will have the option to restore the Residential Unit to its previous condition as soon as reasonably possible. In the event Sponsor elects to restore the Residential Unit, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Sponsor. Sponsor agrees to notify Purchaser of Sponsor's decision within ten (10) business days of the date of such casualty. In the event Sponsor elects not to restore the Residential Unit, then the Purchase Agreement will terminate, and the Purchaser will receive a full refund of all monies paid to Sponsor. The Purchaser and Sponsor shall thereafter be released from any further liability. The additional time required to restore a damaged Residential Unit will not affect the outside date provided for in the Purchase Agreement unless agreed to by both the Purchaser and the Sponsor.

6. Sponsor will initially procure fire and casualty insurance for the Condominium on the terms set forth in the budget. Each Purchaser will be required to pay a pro-rata portion of the first year Condominium insurance based on each Residential Unit's Percentage of Common Interest. In addition, in the event there are insufficient funds in the Condominium to pay for such insurance, Sponsor may lend the Condominium such funds and Sponsor will be repaid out of subsequent Common Charges collected. No Board or Residential Unit Owner approval is required to make such loan.

7. In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10) or more Residential Units or twenty percent (20%) or more of the total number of Residential Units in the Condominium, whichever is less, the Principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all the obligations of the Sponsor for those Residential Units under the Offering Plan, applicable laws or regulations.

8. As of the date of the Offering Plan the Sponsor has obtained a construction loan that will enable the Sponsor to construct the Building. The loan is held by Ponce Bank, 2244 Westchester Avenue, Bronx, New York 10462 ("Sponsor Lender"). The Sponsor is obligated to pay off and otherwise comply with the terms of the loans on the entire Condominium and is required to release each Residential Unit from the loans at the time of Closing. Such loans will remain as liens on the Property up until the time of Closing, at which time the Sponsor will be required to release each Residential Unit from the provisions of the loan. After the recording of the Declaration and before the Closing of Title to the first Residential Unit the lender of any mortgage that encumbers the property at the time of conveyance of the first Residential Unit will either: (i) consent to the formation of a condominium and acknowledge that its lien will be limited to

unsold condominium Residential Units; (ii) subordinate the lien of its mortgage to the Declaration of Condominium; or (iii) release its lien on the Residential Unit being conveyed and its interest in the Common Elements. In addition, before the closing of title to the first Residential Unit all liens and mortgages affecting the Condominium shall be paid and satisfied on the Residential Unit being conveyed and its appurtenant interest in the Common Elements shall be released therefrom by partial release duly recorded.

9. The Sponsor will diligently and expeditiously complete construction of the Condominium in accordance with the plans and specifications described herein and will diligently perform all of its obligations set forth in this Offering Plan and will deliver to the Board of Managers a copy of the "as built" plans filed with the recording of the Declaration or any amendment thereto and in addition will provide the Board of Managers with a full set of building plans filed with the Building Department of New York City together with any "field changes" made during the course of construction. Although the Sponsor intends to use the materials, fixtures, appliances and equipment described herein and in the building plans, the Sponsor reserves the right to substitute materials, fixtures, appliances and equipment of Equal or Better Quality or design for any of those set forth. Sponsor reserves the right to change the size, number and location of the improvements or Common Elements, provided such changes do not change or adversely affect the Percentage of Common Interest of any Residential Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Residential Unit Owners and Purchasers consent in writing to such a change. Sponsor further reserves the right to determine the ultimate Residential Unit type mix to be constructed in the Building; determine the location of electric, gas and water meters, electric transformers, air conditioning compressors, other Building wide equipment, mailboxes; and make any other changes required by New York City.

10. The Sponsor will obtain a permanent or temporary Certificate of Occupancy and any other certificate or permit required by law for the Building or Residential Unit before the Closing of Title to a Residential Unit and will, at its own cost, perform any work and supply any materials necessary to obtain the Certificates or permits. In the event a permanent Certificate of Occupancy is not issued as of the Date of Closing of a Residential Unit, Sponsor anticipates obtaining the permanent Certificate of Occupancy within two (2) years of the Closing of the Residential Unit. However, Sponsor and its principals make no representation or guarantee that New York City Building Department will issue the permanent Certificate of Occupancy within such two (2) year period. Sponsor will obtain the permanent Certificate of Occupancy prior to the expiration of any temporary Certificate of Occupancy, unless the temporary Certificate of Occupancy is extended.

In the event a permanent Certificate of Occupancy for the Building or an Individual Residential Unit has not been issued as of the Date of Closing for said Residential Unit, the Sponsor will continue to hold all Deposits and funds in the special escrow account required pursuant to Section 352-e (2-b) and 352-h as described in Section XIII of the Offering Plan unless Sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy. Any sum of money exceeding the amount certified by the Sponsor's engineer or architect will be released to the Sponsor. Upon the issuance of the permanent Certificate of Occupancy, such escrow Deposit will be released to Sponsor without the consent of any other party. Alternatively, Sponsor may deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount certified by Sponsor's engineer or architect or provide other collateral acceptable to the Department of Law. In such an event, it will disclose such fact by duly filed amendment to the Plan.

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 section 301 of the New York Multiple Dwelling Law and local building codes and rules. The TCOs and PCOs are issued by the New York City Department of Buildings ("DOB)". A TCO is intended to indicate that the property is safe for occupancy but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the Building Department. 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 Residential Units. In New York City, it is common for sponsors to commence Residential Unit closings when some or all Residential Units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a PCO covering the entire building within two years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the Building Department will issue the PCO within such two (2) year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire building and shall exercise its best efforts to obtain the PCO within such two (2) year period while keeping the TCO current. Residential Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these

undertakings. Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit requiring DOB approval prior to the issuance of a Permanent Certificate of Occupancy or renewal of a temporary Certificate of Occupancy.

Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit that will prevent the issuance of a permanent Certificate of Occupancy or extension or renewal of a temporary Certificate of Occupancy for the Residential Unit and/or Building. Residential Unit Owners will be permitted to make standard improvements to their Residential Units such as painting, installation of flooring, cabinetry, fixtures etc. as long as the improvements do not affect the ability of the Sponsor to obtain a permanent Certificate of Occupancy or extension or renewal of a temporary Certificate of Occupancy. Residential Unit Owners are responsible for obtaining all necessary permits from the City of New York and any other required municipal agencies for any changes the Residential Unit Owner makes to their Residential Unit subsequent to the Closing of Title with the Sponsor. Sponsor will not be liable for nor responsible to a Residential Unit Owner in the event an inspection by the Department of Buildings of the City of New York prevents the issuance of a renewal and/or extension of a temporary Certificate of Occupancy or permanent Certificate of Occupancy as a result of changes made to the Residential Unit by a Residential Unit Owner. In such an event, Sponsor shall provide documentation substantiating the assertion that the Residential Unit Owner's changes prevented the issuance of a PCO or renewal of a TCO for the Property. In the event a Residential Unit Owner makes any changes, additions or alterations to their Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Residential Unit and/or Building, the Residential Unit Owner shall reimburse Sponsor within ten (10) days following Sponsor's demand therefore, for any and all costs incurred by Sponsor with respect to Residential Unit Owner's changes to the Residential Unit that prevent the extension or renewal of a Temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Department of Buildings of the City of New York.

11. At the Closing of Title, the Sponsor will deliver the certificates and warranties delivered to it and transferable to the Purchaser. Sponsor's liability pursuant to any manufacturers' warranties covering heating, appliances, electricity, plumbing and roofing are limited solely to the extent that such warranties are delivered to Sponsor, transferable to the Purchaser or to the Condominium Board of Managers and then only as against such manufacturer.

12. The acceptance of a deed by a Purchaser will be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the

Purchase Agreement, in 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of this Plan), and in General Business Law Section 352-e to survive delivery of the deed. The Purchaser of a Residential Unit will inspect such Residential Unit prior to the Closing Date and will execute at such time an inspection statement acknowledging Purchaser's acceptance of the Residential Unit in good condition and in accordance with the terms of the Plan, provided that if Purchaser finds that Sponsor's improvements have not been completed as described in the Plan then Sponsor and the Purchaser in question will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Residential Unit by Sponsor as provided in the Purchase Agreement. Sponsor will have no obligation to complete any work which is not specifically designated by the Purchaser on the inspection statement. A Purchaser will receive prior notice that a Residential Unit is available for inspection pursuant to this Paragraph, as more particularly set forth in the Purchase Agreement in Part II of the Plan. A Purchaser who fails to inspect such Residential Unit will be deemed to have accepted the Residential Unit in good condition and in accordance with the terms of the Plan in its "As-Is" condition. After Closing of Title to each Residential Unit the Purchaser thereof must comply with the procedures established by the Managing Agent or the Board of Managers regarding such Purchaser's move in and out of the Residential Unit. This may include "move in" and/or "move out" fees which will be refunded to the Purchaser unless the Purchaser or the Purchaser's agents cause damage to the Building during the move in or move out of the Residential Unit. In such an event the move in or move out fees will be used to repair said damage. In the event the move in and move out fees paid are less than any damage caused, the Purchaser will be responsible for the additional amount of the damage. In the event the move in or move out fees paid are greater than the damage caused, the Purchaser will be refunded the excess amount.

13. In view of the fact the Condominium will consist of a Building containing more than five (5) stories the Housing Merchant Implied Warranty Law contained in Article 36-B of the General Business Law is not applicable. As a result, the acceptance of a deed by a Purchaser will be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed except those which may be expressly stated in the Plan, in the Purchase Agreement, in 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of this Plan), and in General Business Law Section 352-e under the Plan and the Purchaser accepts the Residential Unit in its "As-Is" condition subject to any incomplete items reflected in the inspection statement referred to above. Notwithstanding, Sponsor has the obligation to construct the Building in accordance with applicable law, codes, regulations and in a manner

consistent or comparable with construction standards customary in the particular trade and in accordance with the plans and specifications. Sponsor will not be responsible for correcting any defects in the operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings are assigned to the Board of Managers or Residential Unit Owners.

Regarding the Common Elements of the Condominium, the Sponsor will correct any defects in the construction of the Common Elements, or in the installation or operation of any mechanical equipment therein, due to improper workmanship or material substantially at variance with this Offering Plan as may be changed by Sponsor from time to time provided and on condition that Sponsor is notified of or becomes aware of such defect(s) within twelve (12) months of the issuance of a temporary or permanent Certificate of Occupancy, whichever is then applicable upon the Closing of Title to the first Residential Unit. In no event will Sponsor be liable for consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan will be to repair or, at Sponsor's option, replace (or cause to be repaired or replaced) any defective item of construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the Plans and Specifications), subject to the terms and conditions (and within the time limits) set forth in this paragraph. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications.

In no event will Sponsor be responsible for any condition in the Building resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (ii) defects of an immaterial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements that may abut the Building, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber shrinkage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) immaterial deviations in the level of ceilings, and imperfections in ceiling finishes; (v) imperfections in painting finishes; (vi) immaterial deviations in the level of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from

each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows in accordance with customary practice and professional standards; (ix) noise from normal plumbing and the HVAC system; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood; (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, back splashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors and after the Residential Unit Closing, paint touch-ups, repair of dented appliances, or replacement of light bulbs; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or variations in veining of any natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete and/or paving; (xix) discoloration to hardware and plumbing finishes; (xx) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xxi) scratched, dirty or cracked lenses in light fixtures; or (xxii) terrace or balcony tiles not laid flat, or color variation in tiles or mortar, or stained tiles; (xxiii) subsequent to the Residential Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, or (xxiv) salting or color variation in exterior colored mortar and deep colored brick; (xxv) remove mold from the Building or any Residential Unit therein, or (xxvi) or normal water penetration in frameless shower doors. Sponsor will be obligated to repair only abnormally chipped stone, Formica and porcelain surfaces, which repair will be made by filling the stone or Formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, Formica or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED CONDOMINIUM OR RESIDENTIAL UNIT. PURCHASERS WHO PURCHASE A RESIDENTIAL UNIT IN THE CONDOMINIUM OR IN ANY OTHER NEWLY CONSTRUCTED CONDOMINIUM MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR RESIDENTIAL UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING OR RESIDENTIAL UNIT. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO

ANY PURCHASER OR THE BOARD OF MANAGERS THEREOF. IF PURCHASERS OR ANY BOARD OF MANAGERS DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.

The Sponsor has no obligation to make any repair to the Common Elements except as expressly set forth in the Offering Plan.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of (i) any immaterial variations from the plans and specifications or the description of any portion of the Building or a Residential Unit set forth in the Plan or (ii) immaterial variations from the Plans and Specifications or the description of any portion of the Building or a Residential Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of substantially Equal or Better Quality than as set forth in the Plans and Specifications or description in this Plan as solely determined by Sponsor's architect. Any such variation affecting the Building or a Residential Unit which is material will be disclosed in a duly filed amendment to the Plan. Notwithstanding the above, the Sponsor is obligated to construct the Building in accordance with all applicable codes and filed plans and specifications. Any conflict between the Offering Plan and the Sponsor's obligation to construct the Building in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

The Sponsor reserves the right to amend the Plans and Specifications disclosed in the Offering Plan and to make changes in the materials, appliances equipment and fixtures if (a) required or approved or accepted by governmental authorities having jurisdiction over the Property or by the Sponsor's architect; or (b) required by job conditions, local shortages or unavailability or materials; or (c) ordered by the Purchaser for his or her Residential Unit without affecting Residential Units previously sold. Changes or substitutions in materials, appliances, fixtures and equipment may also be made by the Sponsor provided that such substitutions are of Equal or Better Quality. All the foregoing amendments, modifications and changes to the Plans and Specifications may be made without prior notice or amendment to this Offering Plan. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for Purchaser's Residential Unit or otherwise be relieved of any obligations under the Purchase Agreement by virtue of a minor change, inaccuracy or error in the floor plans of an increase or decrease of an immaterial amount. A decrease in a Residential Unit's area of five (5%) percent or less will not affect a Purchaser's obligations unless

such a decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material. In the event of any material and adverse change as reflected above, Sponsor's sole obligation shall be to offer the materially adversely affected Purchaser(s), not then in default, the right, for at least fifteen (15) days, to rescind their Purchase Agreement(s) and receive a refund of their Deposit together with any interest earned thereon.

All personal property located within the Residential Unit on the date the Purchase Agreement is executed or that is located within an Individual Residential Unit's Limited Common Element for the exclusive use of the Residential Unit on the date the Declaration is filed, that is owned by the Sponsor or anyone else, will be included in the conveyance to Purchaser of their Residential Unit unless specifically excepted in the Offering Plan or Purchase Agreement.

14. The Sponsor will deliver to the Purchaser and/or the Board of Managers upon the recording of the Declaration all manufacturers and sub-contractors' heating, electrical, plumbing, roofing and appliance warranties and bonds relating to the Purchaser's Residential Unit or the Common Elements respectively, if any, to the extent made by such manufacturers and subcontractors and to the extent such warranties and bonds are assignable.

15. The Sponsor will pay all contractors, subcontractors and material men and all others involved in the construction of the Condominium for work performed and fixtures, material and equipment supplied or installed in the construction of the Condominium and will cause all mechanics' liens arising out of the construction of the Condominium or the furnishing or installation of fixtures or equipment, to be discharged or bonded promptly after the liens are filed.

    The Sponsor will pay all expenses incurred prior to the establishment of the Condominium and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred or in connection with the sale of all of the Units held or owned by the Sponsor and will pay all selling expenses including, but not limited to, advertising and printing costs, architectural, engineering and professional fees, and costs of filing this Offering Plan and amendments thereto.

16. No bond or other security has been posted to secure Sponsor's obligations.

17. The Sponsor reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Elements of the Condominium for the purpose of completing its construction and sale or

rental of Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. Sponsor also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the Common Elements. Sponsor will be obligated to pay for the cost of any utilities it uses as a result of its use of the easements, licenses, rights and privileges of a right-of-way. The Sponsor also reserves the right to continue to use the Common Elements and any facilities (including any recreational facilities), sales offices, model or unsold units and signs located on the Common Elements, in its efforts to market or lease the Residential Units in the Condominium. Sponsor will be obligated to repair any damage to the Common Elements and Residential Units caused as a result of its use of the easements, licenses, rights and privileges of a right-of-way to complete the construction of the Condominium. Upon reasonable notice to a Residential Unit Owner, Sponsor shall have a right of access to any Residential Unit for the purpose of carrying out any of the above easements, licenses, rights and privileges. During the construction period some obstructions, detours, storage of materials and equipment will likely be necessary. Patience and understanding of these conditions will be required of Residential Unit Owners. Sponsor shall not unreasonably interfere with the use of an Owner's Residential Unit during the construction period.

18. The Sponsor shall have the right to retain Storage Spaces and license, rent, lease or permit the use of a Storage Space to any resident for the use of such resident.

19. Notwithstanding anything to the contrary contained in the Declaration of Condominium and/or the Condominium By-Laws, no Managing Agent, Board of Managers, nor any agent, member, or representative thereof, shall prevent, impede, or interfere with the sale or transfer of any Residential Unit or the rental of any Residential Unit by the Sponsor, its successor(s), assignee(s), and/or designee(s), nor shall any charge or fees (including transfer fee, flip tax, and/or application fees) be imposed on the Sponsor, its successor(s), assignee(s), and/or designee(s), by any Managing Agent, the Board of Managers, or any agent, member, or representative thereof, regarding any sale or transfer of a Residential Unit or rental of a Residential Unit by Sponsor, its successor(s), assignee(s), and/or designee(s).

22. Pursuant to Section 352-e (9) of the General Business Law, copies of all documents mentioned in this Offering Plan, including without limitation the following, are and will be kept on file at the office of Sponsor set forth on the

cover page of this Offering Plan for six (6) years from the date the Declaration is recorded for examination by any person who has purchased a condominium interest offered by this Plan or otherwise has participated in this offering: This Offering Plan; the proposed Declaration and By-Laws of the Condominium; public liability, fire and casualty policy, and Schedules submitted to the Department of Law in conjunction with this Plan. A copy of the form of Residential Unit Owner's Purchase Agreement is submitted with this Offering Plan as Schedule D in Part II of the Offering Plan.

23. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the declaration are an accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.

24. The Condominium By-Laws provide that the Board of Managers has the right to act as an agent for one (1) or more Residential Unit Owners to file a single complaint and bring a special proceeding on behalf of Residential Unit Owners who wish to contest the real estate tax assessments of their Residential Unit pursuant to Section 339-y(4) of the New York Property Law. In such event, the Board of Managers on behalf of the Condominium could retain counsel on behalf of such Residential Unit Owners and charge each Residential Unit Owner for whom it is acting a pro rata share of expenses, disbursements and legal fees, the payment for which would be secured by a lien on each Residential Unit. The Power of Attorney set forth as Schedule E to the Plan grants the Condominium Board of Managers the right to act on behalf of the Unit Owners in such a capacity. The Board of Managers on behalf of the Condominium is not obligated to perform such services and it is necessary to obtain the written authorization of the Residential Unit Owners.

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XIX. CONTROL BY THE SPONSOR

The Sponsor will have voting control and may designate all the Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its principals, successors, assignees and/or designees ("Sponsor Control Period"). The First Annual Meeting of the Unit Owners will be held within two (2) years of the Closing of Title to the first Residential Unit in the Condominium or within thirty (30) days after the Closing of Title of the last Residential Unit in the Condominium, whichever occurs first. In the event the Sponsor Control Period lapses subsequent to the First Annual Meeting, the then Board of Managers will call for a Special Meeting to be held within thirty (30) days thereafter, pursuant to the Special Meeting provisions in Article II, Section 10 of the By-Laws. In the event the Sponsor Control Period has not lapsed, the Sponsor shall designate the two (2) Members of the Board of Managers at said First Annual Meeting. At such time as the Sponsor Control Period lapses, the Board of Managers will increase and consist of five (5) Members. Four (4) of the Members will be elected by the Residential Unit Owners who shall be referred to as the Residential Board Members, and one (1) Member will be elected or appointed by the Commercial Unit Owner(s) as provided below, and who shall be referred to as the Commercial Board Member. Subsequent to the Sponsor Control Period, the Board of Managers may request nominations to the Board Managers prior to any Annual or Special Meeting to elect the Residential Board Members, in addition to nominations from Residential Unit Owners at the applicable Meeting. After the First Annual Meeting or the Special Meeting to elect the Residential Unit Owner representatives after the Sponsor Control Period, Annual Meetings shall be held on or about the anniversary of the respective meeting date each succeeding year or such other convenient date as the Board of Managers may so designate (the "Annual Meeting").

The Commercial Board Member shall be designated by the Sponsor, its successor, assignee or designee as long as the Sponsor retains ownership of a Commercial Unit ("Sponsor Commercial Board Control Period"). The Commercial Unit is not currently being offered for sale pursuant to this Offering Plan and therefore the Sponsor may designate the Commercial Board Member and the Sponsor Commercial Board Control Period may extend for an indeterminate period. In the event Sponsor determines that it will offer the Commercial Unit for sale to bona-fide purchasers, the Sponsor will amend the Offering Plan to disclose same prior to offering such Commercial Unit for sale. At such time as the Sponsor no longer retains ownership of any Commercial Unit the one (1) Commercial Board Member shall be elected or appointed by the then Commercial Unit Owner(s) as provided for in Article III of the By-Laws.

The Sponsor shall have the right to voluntarily resign a position or positions on the Board of Managers as per the provisions of Article III of the By-Laws. In the event the Sponsor voluntarily resigns a position or positions on the Board of Managers prior to the expiration of the Sponsor Control Period, the Sponsor will be entitled to designate the remaining Members of the Board of Managers until the expiration of the Sponsor Control Period. In addition, as per Article III of the By-Laws, in the event the Sponsor voluntarily

relinquishes a Board Member's position on the Board of Managers prior to the expiration of the Sponsor Control Period, upon notice from the Sponsor to the Board of Managers that the Sponsor desires to reclaim said Residential Unit Member's position, the Board Member appointed or elected to said position shall be obligated to resign and the Sponsor shall reappoint a Board Member to the Board of Managers. When the Sponsor no longer owns a Residential Unit in the Condominium, Sponsor may not be entitled to designate any Member to the Board of Managers.

The Sponsor will have voting control of the Board of Managers during the Sponsor Control Period. As a result, Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this Offering Plan. Purchasers individually, or as a group, may take legal or administrative action to enforce the Sponsor's obligations to the Condominium. However, they will be unable to do so in the name of the Condominium. If there are non-Sponsor members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's Board representatives cannot lawfully vote on that issue. In addition, the funds utilized for such actions will either need to be obtained by a Special Assessment of all Unit Owners excluding the Sponsor or obtained through independent funds of the Unit Owners. The Sponsor will also, during this indeterminate period, have control of maintenance, facilities and services to be provided to the Condominium and will determine the Common Expenses to be paid by all Unit Owners, including the Sponsor and will also be responsible for the enforcement of the Sponsor's obligations through the Board of Managers. Control of maintenance, facilities and services is subject to the provisions in Schedule B and the footnotes thereto.

The Board of Managers will initially consist of two (2) Members during the Sponsor Control Period. Upon the expiration of the Sponsor Control Period the Board of Managers will increase to five (5) Members, four (4) of which are to be elected by the Residential Unit Owners and one (1) of which will be the Commercial Board Member, to be designated by the Sponsor during the Sponsor Commercial Board Control Period as described above.

The initial Board Members of the Condominium will consist of David Marom and Abraham Leser, both of whom are principals of Sponsor. The Sponsor shall retain the right to substitute other persons in the place of the above-named individuals until the resignation of the First Board Member as set forth below. Thereafter the Sponsor shall have the right to substitute Board Members it has appointed as Sponsor so determines. The First Annual Meeting of the Unit Owners will be held within two (2) years of the closing of title to the first Residential Unit in the Condominium or thirty (30) days after the Closing of Title of the last Residential Unit in the Condominium, whichever occurs first. In the event the Sponsor Control Period lapses subsequent to the First Annual Meeting, the then Board of Managers will call for a Special Meeting within thirty (30) days thereafter to elect four (4) Residential Unit Owner representatives to the five (5) Member Board of Managers. In addition, the Sponsor, while it owns a Commercial Unit in the Condominium, shall designate one (1) Commercial Board Member to the Board of Managers, resulting in a total of five (5) Members of the Board of Managers. In the event the Sponsor Control Period has not lapsed, the Sponsor shall designate two (2) Members of the Board of

Managers at the First Annual Meeting or any Annual Meeting. In the event the Sponsor Control Period has lapsed, the number of Members of the Board of Managers shall be increased to five (5) Members, four (4) of which are to be elected by the Residential Unit Owners and one (1) of which shall, until the expiration of the Sponsor Commercial Board Control Period, be designated by the Sponsor as the Commercial Board Member, and as set forth below. All Board Members elected by the Residential Unit Owners shall be Residential Unit Owners. Sponsor designees do not need to be Unit Owners. After the First Annual Meeting or Special Meeting as required above, Annual Meetings shall be held on or about the anniversary date of the First Annual Meeting or Special Meeting each succeeding year or such other convenient date as the Board of Managers may so designate (the "Annual Meeting"). In the event the Sponsor Control Period has not lapsed, the Sponsor shall designate the two (2) Members of the Board of Managers at such meeting. In the event the Sponsor Control Period has lapsed, the number of Members of the Board of Managers shall be increased to five (5) Members, four (4) of which are to be elected by the Residential Unit Owners in accordance with the requirements set forth in Article III of the Condominium By-Laws, and the one (1) Commercial Board Member shall, until the expiration of the Sponsor Commercial Board Control Period, be designated by the Sponsor.

At any meeting of Residential Unit Owners to elect the four (4) Residential Members of the Board of Managers subsequent to the Sponsor Control Period, the Board Members of the First Board of Managers, except for any Sponsor designee who will remain a Member of the Board as the Commercial Board Member during the Sponsor Commercial Board Control Period, will be obligated to resign and four (4) Members of the Board of Managers shall be elected by the Residential Unit Owners. Board Members shall not be compensated for their services. Board Members, other than Sponsor designees, may be removed for cause by an affirmative vote of 66⅔rds of the Residential Unit Owners. Sponsor designees can only be removed by the Sponsor. Officers of the Condominium may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers.

Until the Closing of Title to the last Residential Unit, the Board of Managers may not, without the Sponsor's prior written consent prior to the transfer of title to the last Residential Unit (i) make any additions, alterations or improvements to the Common Elements or to any Residential Unit costing cumulatively more than $25,000, the foregoing not to include necessary repairs and maintenance work; or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of the reserve for contingencies provided in Schedule B; or (iii) hire any employee in addition to the employees referred to in the Plan; or (iv) enter into any contracts not in existence on the date of the first Closing of Title to a Residential Unit; or (v) borrow money on behalf of the Condominium; or (vi) reduce the services or maintenance set forth in Schedule B; (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the condominium; or (viii) increase the Common Charges of the Condominium more than ten (10%) from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or

verified increases in utility rates evidencing the need for an increase greater than ten (10%) percent, or (ix) assess the Sponsor in order to commence a lawsuit against the Sponsor or any of its principals.

As noted above, the Sponsor has the right to retain control over certain expenditures and fiscal actions of the Board of Managers. Notwithstanding said fact, Sponsor may not exercise veto power over expenses described in Schedule B (the proposed first year budget), or over expenses required:

(i) to comply with applicable laws or regulations; or

(ii) to remedy any notice of violation; or

(iii) to remedy any work order by an insurer; or

(iv) necessary for the preservation or safety of the Condominium or for the safety of occupants of the Condominium or required to avoid the suspension of any necessary service to the Condominium.

Sponsor may exercise veto power over expenses described herein, other than those described in the preceding paragraph, for a period ending not more than five (5) years after the Closing of the first Residential Unit or whenever the unsold Residential Units constitute less than twenty-five (25%) percent of the common interest, whichever is sooner.

The above provisions provide that during said period, significant financial decisions of the Board of Managers will be decided by the Sponsor. Examples of such decisions are, in part, the ability to borrow money, as provided in The Condominium Act (Article 9-B of the Real Property Law, §339-jj), for capital improvements.

The detailed provisions for the management of the Condominium are set forth in the By-Laws set forth in Part II of the Offering Plan. The By-Laws contain provisions, among others, dealing with the election of the Board of Managers, and Condominium officers, powers of the Board of Managers, voting rights of Residential Unit Owners, assessment of Common Charges, foreclosure of liens for non-payment of Common Charges, management of the Condominium and the use of the Residential Units. The By-Laws provide that the Condominium shall be governed by the Board of Managers, but that the Board of Managers shall have the right to designate Committees or a Managing Agent to carry out such a function.

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XX. BOARD OF MANAGERS

The form of the Declaration of Condominium and By-Laws referred to in the Plan appear in Part II as Schedules I and J.

The following is a summary of certain provisions of the By-Laws and Declaration.

Board of Managers

The affairs of the Condominium shall be governed by a Board of Managers. The First Board of Managers shall consist of two (2) Members (hereinafter "Members") designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the expiration of the Sponsor Control Period. Subsequent to the Sponsor Control Period, the Board of Managers shall be increased to five (5) Members. Four (4) Members shall be elected by the Residential Unit Owners and shall be referred to as the Residential Board Members. One (1) Member shall be elected or appointed by the Commercial Unit Owners as provided below and shall be referred to as the Commercial Board Member. The First Annual Meeting of the Unit Owners will be held within two (2) years of the Closing of Title to the first Residential Unit in the Condominium or within thirty (30) days after the Closing of Title of the last Residential Unit in the Condominium, whichever occurs first. Until succeeded by the Members elected at any Annual or Special Meeting of Unit Owners to elect a Board of Managers, Residential Members do not need to be Residential Unit Owners; thereafter, all Residential Members of the Board of Managers shall be Residential Unit Owners. The Commercial Board Member is not required to be a Commercial Unit Owner. The Members shall be elected and/or designated at the Annual Meeting of the Unit Owners or as otherwise provided in the By-Laws. After the First Annual Meeting or Special Meeting after the Sponsor Control Period, Annual Meetings shall be held on or about the anniversary of the First Annual Meeting or Special Meeting each succeeding year or such other convenient date as the Board of Managers may so designate (the "Annual Meeting"). In the event the Sponsor Control Period has not lapsed, the Sponsor shall designate all the Members of the Board of Managers at the Annual Meeting. In the event the Sponsor Control Period has lapsed, the Residential Members of the Board of Managers will be elected by the Residential Unit Owners. The Commercial Board Member shall be designated by the Sponsor or elected by the Commercial Unit Owner(s), in accordance with the requirements set forth below.

At any meeting of Residential Unit Owners to elect a Board of Managers subsequent to the Sponsor Control Period, five (5) Members shall be designated and/or elected by the Unit Owners. Four (4) Members shall be elected by the Residential Unit Owners and shall be referred to as the Residential Board Members. One (1) Member shall be elected or appointed by the Commercial Unit Owners as provided below and shall be referred to as the Commercial Board Member. All Residential Members of the Board of Managers shall be nominated by the Residential Unit Owners at any Annual or Special Meeting subsequent to the Sponsor Control Period. At the Annual Meeting subsequent to the Sponsor Control Period the Board of Managers may request nominations for the Residential Board Members prior to the Annual Meeting, in addition to nominations from Residential Unit Owners at the Annual Meeting. As long as the Sponsor retains at least

one (1) Unit in the Condominium the number of Members of the Board of Managers may not be increased without the consent of the Sponsor.

At any Annual or Special Meeting subsequent to the Sponsor Control Period, the term of office of two (2) of the Residential Members of the Board of Managers shall be fixed for three (3) years, the term of office of one (1) of the Residential Members of the Board of Managers shall be fixed for two (2) years, and the term of office of one (1) of the Residential Members of the Board of Managers shall be fixed for one (1) year. Sponsor Members of the Board of Managers, including the Sponsor designated Commercial Board Member shall be appointed for a one (1) year term. The two (2) Residential Unit Owners receiving the highest number of votes shall be elected to the three (3) year term, the one (1) Residential Unit Owner receiving the next highest number of votes shall be elected to the two (2) year term, and the one (1) Residential Unit Owner receiving the next highest number of votes shall be elected to the one (1) year term. Each Residential Unit Owner shall be entitled to cast one vote for each Residential Member of the Board of Managers to be elected to the Board of Managers. At the expiration of the initial term of office of each respective Residential Member of the Board of Managers, their successor shall be elected to serve a term of three (3) years. The Board Members shall hold office until their successors have been elected and hold their first meeting.

The Commercial Board Member shall be designated by the Sponsor, its successor, assignee or designee as long as the Sponsor retains ownership of a Commercial Unit. At such time as the Sponsor no longer retains ownership of any Commercial Unit the one (1) Commercial Board Member shall be elected by the then Commercial Unit Owners as provided for in Article III of the By-Laws. The Commercial Board Member appointed or elected to the Board of Managers shall serve until such time as the Member resigns or is replaced by the then Commercial Unit Owners at an Annual Meeting or such other time as the Commercial Unit Owners so determine.

Any Unit Owner in default on the payment of Common Charges, Special Assessments, late fees, interest and/or penalties shall be ineligible to be elected to the Board of Managers and/or vote at any general, Annual or Special Meeting.

As previously disclosed, the Sponsor Control Period entitles the Sponsor to designate all the Residential Board Members to the Board of Managers until all of the Residential Units in the Condominium have been sold and transferred to bona fide Purchasers. Sponsor Residential Board Members shall be appointed for a one (1) year term. At the expiration of the Sponsor Residential Board Member terms, if Sponsor is still entitled to nominate Residential Board Members to the Board of Managers, the Sponsor Residential Board Members shall thereafter continue to be appointed as Residential Board Members for one (1) year terms until the Sponsor is required to relinquish the position or Sponsor voluntarily resigns the position.

The Sponsor shall have the right to voluntarily resign a position on the Board of Managers prior to the expiration of the Sponsor Control Period. In such an event the Board of Managers will either (a) call for a Special Meeting of the Unit Owners pursuant to the provisions of Article II, Section 10 of the By-Laws to elect a Residential Unit Owner

for the balance of the Sponsor Member's term or (b) the remaining Members of the Board of Managers will appoint a Residential Unit Owner to the Board of Managers for the balance of the Sponsor Member's term. At the expiration of the term of the appointed or elected Residential Unit Owner replacing the Sponsor designee as provided in this paragraph, the Board of Managers will either (a) call for a Special Meeting of the Unit Owners pursuant to the provisions of Article II, Section 10 of the By-Laws to elect a Residential Unit Owner for a one (1) year term or (b) the remaining Members of the Board of Managers will appoint a Residential Unit Owner to the Board of Managers for a one (1) year term. This procedure shall continue until the First Annual Meeting or Annual Meeting after the expiration of the Sponsor Control Period, at which time the applicable Member's term will automatically expire. Notwithstanding the aforementioned, in the event the Sponsor voluntarily relinquishes a position on the Board of Managers before the Sponsor is obligated to do so, upon notice from the Sponsor to the Board of Managers that the Sponsor desires to reclaim said position the Member of the Board of Managers appointed or elected to said position shall resign and the Sponsor shall reappoint a Sponsor Member to the Board of Managers.

At such time as the Sponsor no longer owns any Residential Unit in the Condominium the Sponsor Residential Board Members shall resign and the Sponsor will not be able to designate any Residential Board Members to the Board of Managers.

In addition to the Members designated by the Sponsor, as long as Sponsor retains an unsold Residential Unit or Commercial Unit in the Condominium, Sponsor may vote as Sponsor so determines for any other Members, so long as the Members are not on Sponsor's slate of Members for the Board of Managers, Sponsor's payroll or as long as they did not receive other financial backing from the Sponsor other than a mortgage held by the Sponsor or affiliated entity of the Sponsor, if applicable.

Members of the Board of Managers serve without compensation.

Vacancy and Replacement of the Board of Managers

If the office of any Residential Board Member becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, a majority of the remaining Residential Members of the Board of Managers, though less than a quorum, at a special meeting of the Residential Board Members of the Board of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. At such meeting only the remaining Residential Members of the Board of Managers shall be entitled to vote for said Residential Member's successor or successors. In the event of the failure to hold any election of the Residential Members of the Board of Managers at the time designated for the annual election of the Residential Members of the Board of Managers or in the event that the Residential Members of the Board of Managers shall not have filled any such vacancy, a Special Meeting of the Residential Unit Owners to elect new Residential Members to the Board of Managers or to fill such vacancy or vacancies may be called in the manner generally provided for the calling of Special

Meetings of the Unit Owners as provided for in Article II, Section 10 of the By-Laws. If the vacancy occurs with respect to any Residential Member of the Board of Managers who has been designated by the Sponsor, only the Sponsor shall have the right to choose such Residential Member's successor to fill the unexpired portion of the term. In addition, the Sponsor shall have the right to substitute the Residential Members of the Board of Managers it has designated at Sponsor's discretion.

The Board of Managers shall also have the right to call for a Special Meeting in accordance with Article II, Section 10 to elect a Residential Member's successor to fill the unexpired portion of the term of office.

If the office of the Commercial Board Member becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, the Commercial Unit Owners shall designate or elect the Commercial Board Member's successor in the manner for the election or designation of the Commercial Board Member as detailed in Article III of the By-Laws.

Removal of Members of the Board of Managers

Residential Members, other than Sponsor designees, may be removed with or without cause by an affirmative vote of sixty-six and two-thirds (66 2/3rds) in number of the Residential Unit Owners entitled to vote at a Special Meeting called pursuant to Article II, Section 10 of the By-Laws. Residential Members designated by the Sponsor may only be removed by the Sponsor. No Residential Member other than a Residential Member designated by the Sponsor shall continue to serve on the Board of Managers if, during their term of office, they cease to be a Residential Unit Owner. In the event a Sponsor designee Residential Member is removed, the Sponsor shall have the sole right to designate the Sponsor Residential Member replacement.

The Commercial Board Members, other than Sponsor designees, may be removed with or without cause by an affirmative vote of 66 2/3rds in number of the Commercial Unit Owners. The Commercial Board Member designated by the Sponsor may only be removed by the Sponsor. In the event a Sponsor designee Commercial Board Member is removed, the Sponsor shall have the sole right to designate the Sponsor Commercial Board Member replacement.

Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, late fees, penalties and/or interest shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, late fees, penalties and/or interest are paid in full to the Condominium.

Powers and Duties of Board of Managers

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute

or by the Declaration of Condominium or by the By-Laws, directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments ("General Common Charges") to cover the cost of General Common Expenses applicable to all Unit Owners. The General Common Charges are payable in advance as determined by the Board of Managers. The Board of Managers may increase the monthly General Common Charges or vote a Special Assessment in excess of the General Common Charges, if required, to meet any additional necessary General Common Expenses, but said increases can only be assessed among the Unit Owners pro-rata according to their respective Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium of Condominium or in such other manner as provided in Article VI, Section 10 of the By-Laws.

2. To determine and levy monthly assessments ("Residential Common Charges") to cover the cost of Residential Common Expenses. The Residential Common Charges are payable in advance as determined by the Residential Members of the Board of Managers. The Residential Members of the Board of Managers may increase the monthly Residential Common Charges or vote a Special Assessment in excess of the Residential Common Charges, if required, to meet any additional necessary Residential Common Expenses, but said increases can only be assessed among the Residential Unit Owners pro-rata according to their respective Residential Unit's Residential Interest as reflected in Schedule B of the Declaration of Condominium of Condominium or in such other manner as provided in Article VI, Section 10 of the By-Laws.

3. To determine and impose penalties, late fees, and interest against Unit Owners delinquent in the payment of their Common Charges and to revise the amount of such fees as the Board of Managers so determines.

4. The Residential Board Members shall determine and impose move in and move out fees and shall revise said fees in their good faith discretion.

5. To collect, use, and expend the General Common Charges collected to maintain, care for and preserve the General Common Elements and any other General Common Expenses of the Condominium.

6. To collect, use, and expend the Residential Common Charges collected to maintain, care for and preserve the General Residential

Units' Limited Common Elements and any Individual Residential and any other Residential Common Expenses of the Condominium.

7. To make repairs, restore or alter any Unit or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

8. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owners as possible in connection with the maintenance, care, and preservation of the property, including any inspection or repairs necessitated by mold. No prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium. Any repairs required as the result of negligence of a Unit Owner will be at the expense of the Unit Owner.

9. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts.

10. To insure and keep insured the Common Elements and Units in accordance with Article VII of the By-Laws.

11. To collect delinquent Common Charges, Special Assessments, late fees, penalties and/or interest by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the Condominium for violations of the Declaration of Condominium, By-Laws or the Rules and Regulations of the Condominium.

12. The Residential Members of the Board of Managers shall be empowered to make reasonable Rules and Regulations applicable to the Residential Units and the Residential Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon the Residential Unit Owners when the Residential Members of the Board of Managers have approved them in writing. A copy of such Rules and Regulations and all amendments thereto shall be delivered to each Residential Unit. The Board of Managers shall not be able to pass or adopt any Rule or Regulation affecting a Commercial Unit without the written consent of the Commercial Board Member of the Board of Managers.

13. The entire Board of Managers shall be empowered to make reasonable Rules and Regulations applicable to all Units and all Unit Owners and to amend the same from time to time, and such Rules

and Regulations and amendments shall be binding upon all the Unit Owners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Unit Owner. In no event, however, may any Rule or Regulation prevent a Commercial Unit Owner from engaging in the practice or operation of their business unless such practice is a violation of the law or applicable zoning. Further, the Board of Managers may not pass any Rule or Regulation which interferes with or affects the operation of a Commercial Unit or a Commercial Unit's Limited Common Element, without the Commercial Unit Owner's consent, unless it affects the General Common Elements, General Residential Units' Limited Common Elements, the structural integrity of the Building and/or is a violation of any municipal or state code or statute.

14. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a manager in connection with the matters herein above set forth.

15. To bring and defend actions by or against one (1) or more Unit Owners that are pertinent to the operation of the Condominium and to levy Special Assessments to pay for the cost of such litigation, subject to the provisions regarding the Sponsor as contained in Article III, Section 7 (c) of the By-Laws.

16. To acquire a Unit in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Unit so acquired and to vote as a Unit Owner subject to any restrictions contained in the By-Laws, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers.

17. The entire Board of Managers shall be empowered to make additions, alterations, or improvements to the General Common Elements.

18. The Residential Members of the Board of Managers shall be empowered to make additions, alterations, or improvements to the General Residential Units' Limited Common Elements. Any addition, alteration or improvement to the General Residential Units' Limited Common Elements shall be a General Common Expense of all Residential Unit Owners, the cost of which shall be pro-rata among the Residential Units based upon the Residential Unit's Residential Interest as reflected in Schedule B of the Declaration.

19. The Members of the Board of Managers shall be empowered to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the General Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit.

20. The Residential Members of the Board of Managers shall be empowered to borrow money on behalf of the Condominium when required in connection with any addition, alteration, improvement and for the operation, care, upkeep and maintenance of the General Residential Units' Limited Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit. The debt service and any other costs associated for monies borrowed pursuant to this section for the General Residential Units' Limited Common Elements shall be a General Common Expense of all the Unit Owners, unless otherwise determined by the Board of Managers.

21. To act as an agent for one (1) or more Unit Owners to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessments of their Unit pursuant to Section 339-y(4) of the New York Real Property Law. In such an event, the Board of Managers could retain counsel on behalf of such Unit Owners and charge each Unit Owner for whom it is acting a pro-rata share of expenses, disbursements, and legal fees, based upon the Unit's Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium of Condominium, the payment for which would be secured by a lien on each Unit. The Board of Managers is not obligated to perform such services and it is necessary to obtain the written authorization of the Unit Owners it will perform such service for.

22. To determine and impose penalties, late fees, and interest against Unit Owners delinquent in the payment of their Common Charges and/or Special Assessments and in violation of the Rules and Regulations. The Board of Managers shall have the right to revise the amount of such fees as the Board of Managers so determines.

23. To enter into contracts, settlement agreements and/or other matters on behalf of the Condominium.

24. To enter into revocable license agreements for the use of space within the General Common Elements and General Residential Units' Limited Common Elements as long as the license agreement does not hinder or encroach upon the rights of Unit Owners to use the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, Commercial Unit's Limited Common Elements and/or a Unit, or interfere in any material respect, in the ongoing services, operations, and/or business operations in a Commercial Unit.

25. To grant utility or other easements over or to the Common Elements as may, at any time, be required for the benefit of the Condominium and the Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Unit Owners who have the right to use such Common Elements to the exclusion of any other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted).

26. To enforce and adhere to the provisions of the Easement Volume Agreement as may be contained therein.

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board of Managers, designate one or more committees, each of such committees to consist of at least one (1) Member of the Board of Managers, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business affairs of the Condominium and may have power to sign all papers which may be required, provided said resolutions shall specifically so provide. Notwithstanding the foregoing, for any resolutions exclusively affecting the Residential Units or Residential Unit Owners, then such resolutions shall only be subject to the approval of a majority vote of the Residential Board Members. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board of Managers as required.

(c) As long as the Sponsor retains at least one (1) Unsold Unit in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements of the Condominium that is not a Residential Unit Owner's obligation and/or to any

Unit, costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work; (ii) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund in excess of the reserve for contingencies provided in Schedule B; (iii) hire any employee in addition to the employees referred to in the Budget for the first year of operation of the Condominium; (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first Closing of title to a Residential Unit; (v) borrow money on behalf of the Condominium; (vi) reduce the services or maintenance set forth in the Condominium budget for the first year of operation; (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium; (viii) increase the Common Charges of the Condominium more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates, evidencing the need for an increase greater than ten (10%) percent; (ix) utilize Condominium funds or assess the Sponsor; (x) amend the Declaration of Condominium or By-Laws so as to in any way adversely affect Sponsor or a Sponsor-designee; or (xi) interfere with the offer, sale or leasing of Residential Units or construction within the Residential Unit or Residential Units belonging to Sponsor or a Sponsor-designee, operation of general or sales and leasing offices on the Property, or with any actions necessary or desirable for construction, renovation, repair, or correction of the Property or any Unsold Residential Unit, as determined by Sponsor or a Sponsor-designee, as the case may be for the purpose of commencing a lawsuit against the Sponsor or any of its principals. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

(d) As long as the Sponsor retains at least one (1) Storage Space in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent increase the License Fees applicable to the Storage Spaces more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in costs associated solely for the Storage Spaces and/or Storage Area evidencing the need for an increase greater than ten (10%) percent.

(e) As long as the Sponsor retains at least one (1) Unsold Residential Unit in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent make an addition, alteration or improvement to the General Residential Units' Limited Common Elements costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

(f) Notwithstanding Article III, Section 7(c) of the By-Laws Sponsor may not exercise veto power over expenses described in the proposed first year budget, as described in the Offering Plan, or over expenses required:

1. to comply with applicable laws or regulations; or

2. to remedy any notice of violation; or

3. to remedy any work order by an insurer, or

4. necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building.

(g) Sponsor may exercise veto power over expenses described herein, other than those described in Article III, Section 7(e) of the By-Laws, for a period ending not more than five (5) years after the Closing of the first Unit or whenever the unsold Units constitute less than twenty-five (25%) percent of the common interest, whichever is sooner.

Liability and Indemnification of Board of Managers, Officers and Unit Owners

No Member of the Board of Managers or Officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner for damages for any breach of duty in the Member's capacity as a Member of the Board of Managers or Officer of the Condominium, provided that this provision does not eliminate or limit the liability of a Member of the Board of Managers or Officer of the Condominium if a judgment or other final adjudication adverse to the Member establishes (a) that the Member's or Officer's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that the Member or Officer personally gained in fact a financial profit or other advantage to which the Member was not legally entitled.

The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board of Managers or Officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that the Member, the Officer, the Member's or Officer's testator, was a Member of the Board of Managers, Officer of the Condominium or officer of the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board of Managers or Officer of the Condominium if a judgment establishes that the Member's or Officer's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that

the Member or Officer personally gained in fact a financial profit or the advantage to which the Member or Officer was not legally entitled.

The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers and Officers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers or Officers of the Condominium on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of Condominium or of the By-Laws. It is intended that the Members of the Board of Managers and Officers of the Condominium shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is understood and permissible for the Board of Managers or Officer of the Condominium, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers, or Officer of the Condominium or out of the aforesaid indemnity in favor of the Member of the Board of Managers or Officer of the Condominium shall be limited to such proportion of the total liability thereunder as the Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers, a managing agent, by a Member of the Board of Managers or Officer of the Condominium on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the Member, or Officer of the Condominium as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners).

Each Unit Owner's liability pursuant to this Section shall be limited to such proportion of the total liability there under as the Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all Unit Owners in the Common Elements.

Officers

The Officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one or more Assistant Secretaries and Assistant Treasurers and such other Officers as in their judgment may be necessary. All Officers must be Unit Owners or Members of the Board of Managers except for the Commercial Unit Owner's Member to the Board of Managers who does not need to be a Unit Owner. Appointed Officers do not need to be Unit Owners or a Member of the Board of Managers. Two (2) or more offices may be held by the same person, except the President, who can only hold the office of President.

The President shall be the chief executive Officer of the Condominium; shall preside at all meetings of the Unit Owners and Members of the Board of Managers, the President shall be an ex-officio member of all standing committees, shall have general

and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation of the State of New York. The President may delegate obligations and responsibilities to other officers.

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 and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized under the Business Corporation Law of the State of New York.

The Secretary and/or Assistant Secretary shall attend all sessions of the Board of Managers and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision the Secretary shall be.

The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium as the Treasurer may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and Members, at the regular meeting of the Board of Managers or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Repairs, Alterations and Improvements to Common Elements

All maintenance, painting, repairs and replacement of the General Common Elements shall be contracted for by and be the responsibility of the Board of Managers and the cost thereof shall be a General Common Expense except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Unit Owner or the prior alteration of the Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Unit Owner.

All maintenance, painting, repairs and replacement of the General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium shall be contracted for by and be

the responsibility of the Board of Managers and the cost thereof shall be a Residential Common Expense except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of any Residential Unit Owner or the prior alteration of the Residential Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Residential Unit Owner.

All maintenance, repair, and cost to the interior portion of the window area and doors which open from a Unit are the sole obligation of the Unit Owner. All maintenance, repair, replacement, and costs to the external portion of the window area, the actual window and external portion of the doors (including painting if necessary) which open or face the outside of a Unit will be the responsibility of the Condominium and the cost thereof shall be a Common Expense of the Condominium and paid for by all Unit Owners as provided in Article VI of the By-Laws. Notwithstanding the above, should the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from or face the outside of a Unit be caused as a direct result of the negligence or act of a Unit Owner, occupant, tenant, guest or any other person residing, visiting or doing work in the Unit, the Condominium will repair or replace the external portion of the window, the window or the external portion of the doors which open from a Unit and the cost of such repair or replacement shall be charged to the Unit Owner as an additional Common Charge or Special Assessment.

All structural repairs and replacements to any private balcony, terrace and/or roof terrace area that is an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium. Notwithstanding, the cost of such repairs and replacements shall be charged to the Individual Residential Unit Owner whom has the exclusive use of the private balcony, terrace and/or roof terrace unless the repair or replacement is necessitated as a result of general maintenance or repair to the General Common Elements or General Residential Units' Limited Common Elements, in which case the cost shall be a General Common Expense for the General Common Elements or a Residential Common Expense for the General Residential Units' Limited Common Element. Any dispute as to who is responsible for the cost and expense of the repairs and replacements to any private balcony, terrace and/or roof terrace area that is an Individual Residential Unit's Limited Common Element shall be resolved by arbitration pursuant to the provisions of Article XIII of the By-Laws.

All general maintenance and repairs of a private balcony, terrace and/or roof terrace area and all fencing, landscaping, pavers, surfaces, appliances, irrigation system, railing, drains, utilities, pipes, wires conduits lighting located in or on and for the exclusive use of the private balcony, terrace and/or roof terrace area that is an Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including, but not limited to, the repair of leaks; the repair, maintenance and replacement of surfaces and pavers thereon; the maintenance and replacement of all landscaping and trees and bushes thereon or therein; and repair, maintenance and replacement of all appliances, lighting, mechanical equipment, irrigation system, railing, fencing located thereon or therein;), shall be the responsibility of the Residential Unit Owner whose private balcony, terrace and/or roof terrace area is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited

Common Element of their Residential Unit. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to the private balcony, terrace and/or roof terrace area that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost.

The private balconies, terraces and/or roof terrace areas are not permitted to be used for storage, are not permitted to be enclosed and are not permitted to be used for any type of bedroom or for sleeping or similar use. All drains located on a private balcony, terrace and/or roof terrace area must be always kept open. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a private balcony, terrace and/or roof terrace area, except as may be necessary for the use of said space.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, gas boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the Residential Unit or is an Individual Residential Limited Common Element that is appurtenant to the Residential Unit and/or all apparatus, installations, systems equipment and facilities located in a Residential Unit or in or on an Individual Residential Unit's Limited Common Element that is appurtenant to the Residential Unit (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Residential Unit exclusively shall be the responsibility of the Residential Unit Owner.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, gas boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the General Common Elements or General Residential Units' Limited Common Elements and/or all apparatus, installations, systems equipment and facilities located in the General Common Elements or General Residential Units' Limited Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit the Residential Units either collectively or individually shall be the responsibility of Condominium and shall be a Residential Common Expense.

All structural repairs of the Storage Spaces and all repairs and maintenance of the Storage Space Area shall be the responsibility of the Condominium and a Residential Unit's Expense of the Condominium. All general maintenance and repairs of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space. Storage Spaces are to be used for storage of general household items only. Licensees of the Storage Spaces will not be permitted to store any combustible material or other items in a Storage Spaces that may be illegal or cause the Condominium insurance to be increased or is not in compliance with the building code of the City of New York.

Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Spaces and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Spaces as reflected in Schedule A and the overall square footage of all the Storage Spaces.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and General Residential Units' Limited Common Elements. If located in the General Common Elements the cost thereof shall be a Common Expense payable by all the Unit Owners as provided in Article VI of the By-Laws. If located in the General Residential Units' Limited Common Elements the cost thereof shall be a Residential Common Expense payable by the Residential Unit Owners as provided in Article VI of the By-Laws. Notwithstanding the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of a Unit Owner, occupant, tenant, guest, or any other person residing in, visiting or doing work in the Unit, or caused by any prior alteration of a Unit, shall be assessed to and paid by the applicable Unit Owner.

All maintenance, repairs and replacements to a Commercial Unit and Commercial Unit's Limited Common Elements, whether structural or non-structural, ordinary or extraordinary, will be made by the respective Commercial Unit Owner at its/their sole expense.

All snow removal from any areas of the Condominium, except for any Individual Residential Unit's Limited Common Element or Commercial Unit's Limited Common Element, the General Common Elements and General Residential Units' Limited Common Elements shall be contracted for by the Board of Managers and the cost thereof shall be a Common Expense of the Condominium payable by all Unit Owners.

All snow removal and cleaning of any sidewalks and entranceways that abut the Condominium and any Commercial Unit that is not the responsibility of the City of New York shall be the responsibility of the Condominium and a Common Expense of all the Units in the Condominium.

All repairs, painting or maintenance, whether made by the Unit Owner or the Board of Managers, to the doors, windows, or the exterior surface of the Building or to any generally visible portion of the General Common Elements or General Residential Units' Limited Common Elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor, unless varied or waived by the Board of Managers.

All repairs, replacement, modification, or maintenance of a lot line window shall be the responsibility of the Unit Owner if part of a Unit or Individual Residential Unit's Limited Common Elements or the responsibility of the Condominium if part of the General Common Elements, or General Residential Units' Limited Common Elements. If the lot line window is located in the General Common Elements all costs of the repairs, replacement, modification or maintenance shall be a General Common Expense. If the lot line window is located in the General Residential Units' Limited Common Elements all costs of the repairs, replacement, modification or maintenance shall be a Residential Common Expense. The Condominium shall approve all work to a lot line window and shall have the right to designate or approve the contractor doing the work.

In the event that a Unit Owner fails to maintain, repair or replace its Unit or any Limited Common Element for the Residential or Commercial Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, General Residential Units' Limited Common Elements, any other portions of the Building or any other Unit or other Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Residential or Commercial Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) of the Unit or Individual Limited Common Elements for a Unit's exclusive use and to charge said Residential or Commercial Unit Owner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Residential or Commercial Unit Owner for repairs, maintenance and/or replacement to their Residential or Commercial Unit or for repairs to any Common Elements restricted in use to such Residential or Commercial Unit Owner, and the Residential Unit or Commercial Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Residential or Commercial Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Unit for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Unit or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

The Board of Managers shall have the right to designate or approve a contractor or contractors to do any structural work in or on a Residential Unit or Individual Residential Unit's Limited Common Element that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost.

Restoration or Reconstruction After Fire or Other Casualty

In the event of damage to or destruction of the Building as a result of fire or other casualty (unless seventy-five [75%] percent or more of the Units are destroyed or substantially damaged and seventy-five [75%] percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Unit, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, any

heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration as provided above and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to the respective Percentage of Common Interest, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his or her Unit, in the order of the priority of such liens.

If the proceeds of physical damage insurance or condemnation awards on account of a Taking are less than $100,000 and the loss is limited solely to a Residential Unit or a Residential Unit's Limited Common Elements, such proceeds shall be paid (i) entirely to the owner of the Residential Unit, if no part of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, or other Units are involved or (ii) to the owner of the Residential Unit and the Board of Managers if the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements and the Residential Unit's Limited Common Elements are involved. In the latter case the net insurance proceeds or condemnation awards shall be shared by the Residential Unit Owner and the Board of Managers in proportion to the cost of repairing and restoring the Residential Unit(s) (and/or the Individual Residential Unit(s) Limited Common Elements), the General Common Elements, the General Residential Units' Limited Common Elements, the Individual Residential Unit's Limited Common Elements and the other Units, respectively.

Notwithstanding the foregoing, if only a Residential Unit (including a Residential Unit's Limited Common Elements) is destroyed or damaged by fire or other casualty or taken in a Taking, the owner of the Residential Unit will alone make all arrangements for the prompt repair and restoration thereof, and if the net insurance proceeds or condemnation awards are insufficient to cover, or exceed, the cost, the Residential Unit Owner will bear the entire amount of the deficit or shall receive all of the excess.

If the proceeds of physical damage insurance or condemnation awards on account of a Taking are less than $100,000 and the loss is limited solely to a Commercial Unit(s)

or a Commercial Unit's Limited Common Elements, such proceeds shall be paid (i) entirely to the owners of the Commercial Unit(s), if no part of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, or other Units are involved or (ii) to the owner of the Commercial Unit(s) and the Board of Managers if the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements and the Commercial Unit's Limited Common Elements are involved. In the latter case the net insurance proceeds or condemnation awards shall be shared by the Commercial Unit Owner(s) and the Board of Managers in proportion to the cost of repairing and restoring the Commercial Unit(s) (and/or a Commercial Unit(s) Limited Common Elements), the General Common Elements, the General Residential Units' Limited Common Elements, the Individual Residential Unit's Limited Common Elements and the other Units, respectively.

Notwithstanding the foregoing, if only a Commercial Unit (including a Commercial Unit's Limited Common Elements) is destroyed or damaged by fire or other casualty or taken in a Taking, the owner of the Commercial Unit will alone make all arrangements for the prompt repair and restoration thereof, and if the net insurance proceeds or condemnation awards are insufficient to cover, or exceed, the cost, the Commercial Unit Owner will bear the entire amount of the deficit or shall receive all of the excess.

Similarly, if only the Residential and Commercial Unit(s) and/or the Individual Residential or Commercial Unit's Limited Common Elements are damaged or destroyed by fire or other casualty or taken in a Taking and the insurance proceeds or condemnation awards are not sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus will be borne or shared entirely by all the Residential and Commercial Unit Owners in proportion to their respective Common Interest in the Building.

Insurance

The Board of Managers shall be required to obtain and maintain, to the extent obtainable from generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements no matter how classified and the Units in the Building of the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Units which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Unit Owners, contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the

Condominium, and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, there under shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $40,000 or less, shall be payable to the Board of Managers, and if more than $40,000 shall be payable to the Insurance Trustee. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the Percentage of Common Interest applicable to said Unit.

The blanket property insurance as provided above will commence with the Closing of Title to the first Unit.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of a Unit. Duplicate originals of all policies of physical damage insurance and of all renewals thereof together with proof of payment of premiums, shall be delivered to all mortgagees of a Unit at least ten (10) days prior to expiration of the current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be affected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Unit Owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss. All policies shall include the standard form of a "Special Condominium Endorsement" or its equivalent. All policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent, and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be a minimum of $1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements, and legal liability

arising out of lawsuits related to employment contracts of the Condominium. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Condominium and to each holder of a first mortgage on any Unit in the Condominium which in listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employer's liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance. Such public liability insurance shall commence on the closing of title to the first Unit.

In addition to the above, blanket fidelity bonds shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to *3* months aggregate assessments on all Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, ("Fannie Mae") Servicers on behalf of Fannie Mae also receive such notice of cancellation or modification.

The portion of any insurance premium which results from the specific use of the Commercial Units shall be borne by the Commercial Unit Owners pursuant to Section 339-bb of the Real Property Law of the State of New York.

Unit Owner's Insurance

Each Residential Unit Owner is required to carry insurance covering their contents, fixtures, personal property and improvements and betterments (collectively "Contents") and liability insurance covering their Residential Unit and extended to include the Board of Managers, the Condominium, any Managing Agent and other Residential Unit Owners as additional insured's. Such insurance is subject to the approval of the Board of Managers in advance of the purchase of a Residential Unit, in the Board of Manager's sole discretion. The policy shall be extended to include any additional insured including

but not limited to the Sponsor, other Residential Unit Owners and any Mortgagees. All such insurance must be provided by a carrier that is recognized as a licensed admitted carrier in the State of New York with a rating equal to a Best Rating Guide of AV or better. The Board of Managers reserves the right to alter or increase the coverage required hereunder at any time and from time to time. In addition to the foregoing, Residential Unit Owners are instructed to carry coverage for loss of rents, water damage, sewer and drain back up and such other coverage for their contents as they may determine to be in their best interests. The Board of Managers shall have the right to require that a Residential Unit Owner provide evidence to the Board of Managers of the insurance required herein as requested by the Board of Managers.

Reports to Unit Owners

All Unit Owners will receive within four (4) months of the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement prepared by an independent public accountant, a statement regarding any taxable income attributable to the Unit Owners, and a notice of the holding of the annual Residential Unit Owners meeting. During such time as the Sponsor retains a majority of the Board of Managers, the Board of Managers shall provide a certified annual statement at the cost of the Condominium.

Amendments

The provisions of the Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number held at a duly called meeting of the Unit Owners, provided however, that:

(a) No amendment altering a Unit Owner's Percentage of Common Interest shall be made without the consent of all Unit Owners affected.

(b) No amendment altering a Residential Unit Owner's Residential Interest shall be made without the consent of all Residential Unit Owners affected.

(c) No amendment shall be passed which shall affect, impair or prejudice the validity, interest, rights and priorities of mortgagees.

(d) No amendment, modification, addition or deletion of, to or from the Declaration, the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its successors, assigns or designees or against any Unsold Unit, as long as the Sponsor, its successors, assigns, or designees owns an Unsold Unit in the Condominium unless the Sponsor, its successors, assigns or designees has given its prior written consent thereto. This provision is not subject to amendment.

(e) As long as the Sponsor, its successor, assignee or designee retains at least one (1) Commercial Unit, no amendment to the Declaration which solely affects the Commercial Unit may be adopted without the written consent of Sponsor, its successor, assignee or designee. Thereafter no amendment to the Declaration which solely affects the Commercial Unit may be adopted without the written consent of at least sixty-six and two thirds (66⅔%) percent in number of the then Commercial Unit Owners.

(f) Notwithstanding any provision contained herein to the contrary an Amendment in the Declaration which solely affects the Residential Units or the General Residential Units' Limited Common Elements may only be adopted by a vote of at least sixty-six and two-thirds (66⅔%) percent in number of only the Residential Unit Owners.

(g) The Declaration may not be altered, amended or repealed in such a manner as would adversely affect the Sponsor, its successors, assigns or designees without the written consent of the Sponsor, its successors, assigns or designees.

(h) The Board of Managers and the Sponsor, as long as the Sponsor owns an Unsold Unit in the Condominium, shall have the right to amend the Declaration without the vote or consent of the Unit Owners or the holders of any Unit mortgages and to execute and record in the New York City Registrar's Office, such amendment as may be required to reflect (i) changes in the Declaration (including Schedule B), As-Built Floor Plans and Condominium or Unit Designation Map that are corrective in nature or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) technical corrections; or (iv) to comply with any federal, state or city law or regulation that may affect the Condominium or (v) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or State or Local Funding Agencies, or (vi) to comply with the provisions and requirements of the Easement Volume Agreement. In connection therewith, each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest to the Board of Managers of the Condominium and to the Sponsor to amend the Declaration of Condominium for said purposes.

(i) The Sponsor and the Board of Managers shall have the right to amend the Declaration and record the amendment in the New York City Registrar's Office without the vote of the Unit Owners to reconfigure and renumber the Storage Spaces and in the Building under a revised Storage Space plan. Notwithstanding said right, any Unit Owner who is the Licensee of a Storage Space shall continue to have the right to continue to utilize the same number of Storage Spaces in any revised Storage Space plan. In connection therewith, each Unit Owner who is a Licensee of a Storage Space upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest to the Board of Managers of the Condominium and to the Sponsor to amend the Declaration of Condominium for said purposes.

(j) A Purchaser or Residential Unit Owner who purchases or owns two (2) adjoining Residential Units and is desirous of consolidating the two (2) Residential Units into one (1) Residential Unit may do so subject to obtaining all approvals required by the New York City Department of Buildings, New York City Department of Finance and any other required municipal approvals and obtaining whatever insurance and/or surety is required by the Board of Managers to do whatever work is necessary to consolidate the two (2) Units. The Board of Managers shall be required to cooperate with the Purchaser in amending Schedule B to the Declaration to reflect the consolidation and to change the appurtenant Percentage of Common Interest and Residential Unit's Residential Interest so long as the new Percentage of Common Interest and Residential Unit's Residential Interest equals the Percentage of Common Interest and Residential Unit's Residential Interest of the Residential Units that were consolidated and the Board of Managers shall have the right to amend said Schedule B without the vote or approval of the Residential Unit Owners. All approvals, revisions, amendments to Schedule B of the Declaration and any other requirements including any legal, engineering, architectural or otherwise necessary to consolidate the Residential Units shall be at the Purchaser's or Residential Unit Owner's sole cost and expense.

(k) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the General Common Elements or Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa;

expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Units contained in Article XI of the By-Laws ; imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit Owner's Unit; a decision by the Condominium to establish self-management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

(l) No amendment to the Declaration that affects the provisions of the Easement Volume Agreement shall be passed without the written consent of the Authority.

There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

Amendments to By-Laws

The By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by not less than sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration of Condominium. In addition, the following shall apply to amendments to the By-Laws:

(a) No amendment shall be passed which will affect or impair the validity of the Unit Owners' interest in a Unit.

(b) No amendment, modification, addition, or deletion of, to or from the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its designee, assignee or successor or any Unsold Unit, as long as the Sponsor, its designee, assignee or successor owns an Unsold Unit in the

Condominium unless Sponsor, its designee, assignee or successor has given its prior written consent thereto. This provision is not subject to amendment.

(c) The Board of Managers shall have the right to amend the By-Laws without the consent of the Unit Owners (i) to make corrections to the By-Laws that are patent errors, inconsistencies, scrivener's errors and technical errors, (ii) to comply with any Federal, State or local law and/or regulation, (iii) to comply with any provisions of the City of New York or other municipal, state or federal agency applicable thereto, (iv) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, and (v) comply with any and all changes necessitated by the Easement Volume Agreement. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers to amend the By-Laws for said purposes.

(d) No amendment to the By-Laws shall be passed which shall impair or prejudice the validity, interest, rights, and priorities of a mortgagee.

(e) Notwithstanding any provision contained herein to the contrary an Amendment in the By-Laws which solely affects the Residential Units or the General Residential Units' Limited Common Elements may only be adopted by a vote of at least sixty-six and two-thirds (66⅔%) percent in number and Residential Units Residential Interest as reflected in Schedule B of the Declaration of Condominium of the Residential Unit Owners.

(f) Notwithstanding any provision contained herein to the contrary an Amendment in the By-Laws which solely affects the Commercial Units may only be adopted by a vote of at least sixty-six and two-thirds (66⅔%) percent in number and common interest of only the Commercial Unit Owners. Notwithstanding, as long as the Sponsor, its successor, assignee or designee retains at least one (1) Commercial Unit, no amendment to the By-Laws which solely affects the Commercial Units may be adopted without the written consent of Sponsor, its successor, assignee or designee.

(g) The Sponsor shall have the right to amend the By-Laws without the consent of the Unit Owners or the Board of Managers to (a) make corrections that are patent errors, inconsistencies, scrivener's errors or technical errors, to conform to other documents, or (b) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the

Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (c) to reduce the Sponsor Residential or Commercial Board Control Period of the Board of Managers, or (d) to comply with any federal, state or local law or regulation that may affect the Condominium or (e) comply with any and all changes necessitated by the Easement Volume Agreement. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Sponsor, its successors, assigns and purchasers of undeveloped or unsold Units to amend the By-Laws for said purposes.

(h) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the General or Individual Residential or Commercial Unit's Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Units contained in Article XI of the By-Laws; imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit Owner's Unit; a decision by the Condominium to establish self-management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or in the event condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

(i) No amendment to the By-Laws that affects the provisions of the Easement Volume Agreement shall be passed without the written consent of the Authority.

There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Residential Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

Units Acquired by the Board of Managers

All Units which are acquired by the Board of Managers, or its designee as a result of foreclosure of a lien for non-payment of Common Charges or a Right of First Refusal, shall be held by the Board of Managers on behalf of all Unit Owners. The Percentage of Common Interest acquired by the Board of Managers shall remain as designated in Schedule B of the Declaration of Condominium and the Board of Managers shall be responsible for paying all Common Charges appurtenant to said Unit. The Board of Managers shall be entitled to cast all votes that are appurtenant to the Units at any Unit Owners meeting for all purposes except for the election of Members to the Board of Managers.

Termination of Condominium

The Property shall not be withdrawn from the provisions of Article 9-B of the Real Property Law unless at least eighty percent (80%) of the Unit Owners entitled to vote in number and Percentage of Common Interest and the first mortgagees, if any, of these same Units agree to the withdrawal of this Property from the provisions of such Article. The Sponsor or its nominee will not cast any of its votes for withdrawal, unless eighty percent (80%) of Unit Owners other than Sponsor vote.

Covenant Against Partition of Common Elements

The Common Elements are not subject to partition nor are they severable from the Units except in accordance with the Real Property Law.

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XXI. RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS

Sale or Lease of Units

Any Residential Unit may be conveyed subject to local zoning ordinances, by its Residential Unit Owner free of any restrictions except that no Residential Unit Owner shall convey, mortgage, pledge, hypothecate or sell their Residential Unit unless and until all unpaid Common Charges, Special Assessments and any other fees or charges owed the Condominium that have been assessed against the Residential Unit Owner's Residential Unit that is likewise owned by the Residential Unit Owner shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of a Residential Unit. In addition, all sales of a Residential Unit are subject to the Right of First Refusal of the Board of Managers as provided for in Article XI, Section 2 of the By-Laws.

Any Unit Owner may convey the Unit Owner's Unit and Percentage of Common Interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board of Managers or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit.

Any Residential Unit may be leased subject to the leasing requirements contained in Section 7 of Article XI of the By-Laws and subject to the Board of Managers' Right of First Refusal as provided in Section 2 of Article XI of the By-Laws. In addition, any Residential Unit Owner who wishes to enter into a lease for the Residential Unit Owner's Residential Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease at least thirty (30) days prior to its execution. All Residential Unit Owners who wish to enter into a new lease for the Residential Unit Owner's Residential Unit shall be required to submit all documentation required by the Board of Managers as set forth in Section 7 of Article XI of the By-Laws to the Managing Agent or the Board of Managers in the absence of a Managing Agent. All leases must comply with all the requirements contained in Article XI, Section 7 of the By-Laws. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium.

The provisions of Article XI, Section 1 of the By-Laws section shall not apply to the acquisition or sale of a Residential Unit by a mortgagee who shall acquire title to such Residential Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagees.

Any Commercial Unit may be conveyed or leased subject to local zoning ordinances, by its Commercial Unit Owner free of any restrictions except that no Commercial Unit Owner shall convey, mortgage, pledge, hypothecate or sell their Commercial Unit unless and until all unpaid Common Charges, Special Assessments and any other fees or charges owed the Condominium that have been assessed against the

Commercial Unit shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of the Commercial Unit. The sale or lease of a Commercial Unit is not subject to the Right of First Refusal of the Board of Managers as provided for in Article XI, Section 2 of the By-Laws.

Right of First Refusal for a Residential Unit

No Residential Unit Owner other than Sponsor, its successors, assigns and/or designees, may sell or lease their Residential Unit except by complying with the following provisions:

Any Residential Unit Owner who receives a bona fide offer to (a) purchase the Residential Unit Owner's Residential Unit together with (i) the undivided interest in the Common Elements appurtenant thereto, and (ii) the interest of such Residential Unit Owner in any Residential Unit theretofore acquired by the Board of Managers or the Board of Manager's designee on behalf of all Residential Unit Owners, or Residential Unit Owner's interest in the proceeds of sale or lease of such Residential Unit, if any, or (b) lease the Residential Unit Owner's Residential Unit, such an offer to purchase or lease a Residential Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror" and the Residential Unit Owner to whom the Outside Offer is made is called the "Offeree Residential Unit Owner". In the event the Residential Unit Owner intends to accept the Outside Offer, the Residential Unit Owner must give notice by certified or registered mail to the Board of Managers of the receipt of such Outside Offer. Said notice shall state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require. In the event the Outside Residential Unit Owner is also a Licensee of a Storage Space the Outside Offer is required to include the Storage Space and the notice shall indicate the number or other designation of the Storage Space. The giving of such notice to the Board of Managers shall constitute an offer by such Residential Unit Owner to sell the Residential Unit Owner's Residential Unit or Lease the Residential Unit Owner's Residential Unit to the Board of Managers or its designee, corporate or otherwise, on behalf of all other Residential Unit Owners, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Offeree Residential Unit Owner who has received such Outside Offer to the Board of Managers, on behalf of all Residential Unit Owners, that such Residential Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Residential Unit Owner shall submit in writing such further information with respect thereto as the Board of Managers may reasonably request. Not later than twenty (20) days after the later of the receipt of such notice or such further information as may have been requested by the Board of Managers, the Board of Managers may elect, by sending written notice to such Offeree Residential Unit Owner before the expiration of said twenty (20) day period, by certified or registered mail, return receipt requested, to purchase such Residential Unit or to lease such Residential 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 Residential Unit Owners on the same terms and conditions as contained in the Outside Offer and stated in the notice from the Offeree Residential Unit Owner.

In the event the Board of Managers shall timely elect to purchase any such Residential Unit or to Lease such Residential Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or lease shall be executed at the office of the attorneys for the Condominium, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. If, pursuant to such Outside Offer to purchase such Residential Unit, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Residential Unit Owner's existing mortgage or mortgages, the Board of Managers may purchase the Residential Unit and assume to take title to the Residential Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Residential Unit Owner, if such Residential Unit is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and other documents and/or documentary stamps affixed at the expense of such Residential Unit Owner, who shall also pay all the taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interests, if any, and the Common Charges shall be apportioned between the Offeree Residential Unit Owner and the Board of Managers, or its designee (corporate or otherwise), as of the closing date. In the event such Residential Unit is to be leased, the Offeree Residential Unit Owner shall execute and deliver to the Board of Managers, or to its designee (corporate or otherwise), a lease between the Offeree Residential Unit Owner, as Landlord, and the Board of Managers, or its designee (corporate or otherwise), as Tenant, covering such Residential Unit for the rental and terms contained in such Outside Offer.

In the event the Board of Managers or its designee shall fail to accept such offer within twenty (20) days after receipt of such notice, as aforesaid, or in the event the Board of Managers shall, prior thereto, waive such Right of First Refusal in accordance with Sections 3 and 4 of Article XI of the By-Laws, the Offeree Residential Unit Owner shall be free to accept the Outside Offer within a sixty (60) day period after (i) notice of refusal is sent or (ii) the expiration of the period in which the Board of Managers or its designee might have accepted such offer, as the case may be. In the event the Offeree Residential Unit Owner shall not, within such sixty (60) day period, accept in writing the Outside Offer, or if the Offeree Residential Unit Owner shall accept the Outside Offer within such sixty (60) day period, but such sale or lease, as the case may be, shall not be consummated, then should such Offeree Residential Unit Owner thereafter elect to sell such Residential Unit or lease such Residential Unit, as the case may be, the Offeree Residential Unit Owner shall be required to again comply with all the terms and conditions of Article XI, Section 2 of the By-Laws.

Any deed to an Outside Offeror shall provide that the acceptance thereof by the Outside Offeror shall constitute an assumption of the provisions of the Declaration of

Condominium, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

Any lease executed in connection with the acceptance of an Outside Offer to lease a Residential Unit shall be consistent with the By-Laws and shall provide that it may not be modified, amended, extended, or assigned without the prior written consent of the Board of Managers; the tenant shall not assign the tenant's interest in such Lease or sublet the demised premises or any part thereof without the prior written consent of the Board of Managers; and the Board of Managers 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 (i) a default by the tenant to perform its obligations under such lease or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

Except as herein above set forth, the form of any such lease executed by the Board of Managers, or an Outside Offeror, shall be the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain such other modifications as shall be approved in writing by the Board of Managers. Any lease executed by the Board of Managers, as tenant, shall provide that the Board of Managers may enter into a sublease of the premises without the consent of the landlord.

Any purported sale or lease of a Residential Unit in violation of this section shall be voidable at the election of the Board of Managers and, if the Board of Managers shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Board of Managers to commence legal proceedings to evict the purported tenant (in the case of an unauthorized leasing) in the name of the said Residential Unit Owner as the purported landlord. Said Residential Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions of Section 2 of Article XI of the By-Laws shall not apply to Sponsor-owned Residential Units, any mortgagee acquiring title to a Residential Unit in a foreclosure, deed-in-lieu of foreclosure, or otherwise through remedies in the applicable mortgages, or to any Commercial Unit. The Sponsor, its successors, assignees, or designees; any mortgagee acquiring title to a Residential Unit in a foreclosure or otherwise and any Commercial Unit Owner shall have the right to freely sell their Residential or Commercial Unit or to freely lease all or any part thereof without first having to offer the same for sale or lease to the Board of Managers.

The Right of First Refusal contained in Section 2 of Article XI of the By-Laws may be released or waived by the Board of Managers only in the manner provided in Section 3 of Article XI of the By-Laws. In the event the Board of Managers shall release or waive its Right of First Refusal as to any Residential Unit, such Residential Unit may be sold, conveyed or leased free and clear of the provisions of said Sections 1 and 2 of Article XI of the By-Laws and all other restrictions, except that no Residential Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease the Residential Unit Owner's

Residential Unit, unless and until all unpaid Common Charges assessed against the Residential Unit Owner's Residential Unit, shall have been paid to the Board of Managers and all provisions regarding rentals as provided for in Section 7 of Article XI of the By-Laws are met. However, such unpaid Common Charges can be paid out of the proceeds from the sale of a Residential Unit or by the Purchaser of the Residential Unit. Further, a Residential Unit Owner may convey the Residential Unit Owner's Residential Unit, the Residential Unit Owner's Common Interest appurtenant thereto to the Board of Managers on behalf of all Residential Unit Owners free of any cost to the Board of Managers or the Residential Unit Owners, and upon such conveyance such Residential Unit Owner shall not be liable for any Common Charges thereafter accruing against such Residential Unit. Any sale or lease of any Residential Unit in violation of Article XI, Section 2 of the By-Laws shall be voidable at the election of the Board of Managers.

A certificate executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 2 of Article XI of the By-Laws have been met by a Residential Unit Owner or stating that the Right of First Refusal contained therein has been duly released or waived by the Board of Managers, and that as a result thereof the rights of the Board of Managers thereunder shall terminate, shall be conclusive upon the Board of Managers and the Residential Unit Owners in favor of all persons who rely upon such certificate in good faith. The Board of Managers shall furnish, without charge, such a certificate upon request to any Residential Unit Owner with respect to whom the provisions of such Section have, in fact, terminated.

The purchase of a Residential Unit by the Board of Managers or its designee, on behalf of all Residential Unit Owners, may be made from funds deposited in the capital and or expense account of the Condominium. If the funds in such accounts are insufficient to effectuate any such purchase, the Board of Managers may levy an assessment against each Residential Unit Owner, in proportion to each Residential Unit's square footage to the overall square footage of all the Residential Units, as reflected in Schedule B of the Declaration of Condominium, as a Special Assessment of just the Residential Units, and/or the Board of Managers may in its discretion finance the acquisition of the Residential Unit; provided, however, that no such financing may be secured by an encumbrance, or an hypothecation of any portion of the Property other than the Residential Unit to be purchased. If financed all costs of the financing and any debt service on the financing shall be paid solely by the Residential Unit Owners in proportion to each Residential Unit's square footage to the overall square footage of all the Residential Units, as reflected in Schedule B of the Declaration of Condominium, as a Special Assessment of just the Residential Units.

The provisions of Section 2 of Article XI of the By-Laws shall not apply with respect to any lease, sale or conveyance of a Residential Unit by (a) the Residential Unit Owner thereof to the Residential Unit Owner's spouse, adult children, parents, parents-in-law, adult siblings, or any one or more of them, (b) to any devisee or beneficiary as a result of the death of the Residential Unit Owner, pursuant to a Will or by operation of law, should the Residential Unit Owner die Intestate or (c) the Sponsor, its successor, assignee or its designee, (d) the Board of Managers, or (e) any proper officer conducting the sale of the

Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit, or delivering a deed in lieu of such foreclosure; provided, however, that the new Residential Unit Owner shall be bound by, and the Residential Unit Owner's Residential Unit subject to, the provisions of Article XI of the By-Laws.

Leasing Requirements for Residential Units

In addition to the Right of First Refusal detailed above, every lease on every Residential Unit in the Condominium is subject to the following rules and regulations, regardless of whether stated in the lease:

(a) No later than thirty (30) days prior to execution of a lease, the Residential Unit Owner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease, credit and background check (including criminal background), a minimum of two (2) referrals and any other information that may be requested by the Board of Managers;

(b) the lease must be in writing;

(c) the lease must be for the entire Residential Unit;

(d) the lease must be for a minimum term of twelve (12) months. Renewal terms shall also have a minimum of twelve (12) months.

(e) the form of the lease and any renewal lease must contain a provision that the tenant has thoroughly read and agrees to be subject to the Declaration of Condominium, the By-Laws and Rules and Regulations of the Condominium and agrees to accept the power of attorney of the Condominium to evict the tenant for any violation by the tenant of the Declaration of Condominium, the By-Laws and the Rules and Regulations of the Condominium and agrees to be jointly and severally liable with the Residential Unit Owner for any and all fines and costs levied against the tenant for any violation of the provisions of the Rules and Regulations, By-Laws and/or Declaration of Condominium;

(f) the use of the premises is subject to the Declaration of Condominium, the By-Laws and the Rules and Regulations of the entire Condominium;

(g) within thirty (30) days of occupancy by the tenant or renewal of any lease, the name and telephone number of the tenant, together with a clear and complete copy of the executed lease, must be furnished to the Managing Agent or if no Managing Agent to a Member of the Board of Managers of the Condominium;

(h) the Residential Unit cannot be used as a motel, hotel, Airbnb, youth hostel, bed and breakfast. In connection therewith, no Residential Unit may be used as a youth hostel, Airbnb, bed and breakfast or for other transient purposes. In connection therewith any person who is not a Residential Unit Owner or permanent resident of the Residential Unit in which said permanent resident resides, shall not be given access to any Residential Unit, unless the Residential Unit Owner or permanent resident of the Residential Unit is present on the premises. Only the Residential Unit Owner and permanent resident of the Residential Unit shall reside in the Residential Unit, and guests of the Residential Unit Owner or of the permanent resident may stay overnight only so long as the Residential Unit Owner or permanent resident is also present on the premises. In addition, unless express written permission is given by the Board, (a) no Residential Unit Owner, nor any tenant of a Residential Unit Owner, shall lease or sublet Residential Unit premises, or any part thereof, by offering the premises for short stays to members of the general public, through print or online advertising, private solicitation, or participation in any rental service promoted to the general public as a substitute for hotel lodging, and (b) neither the Residential Unit Owner nor any permanent resident of the Residential Unit shall advertise the Residential Unit in any publication, medium, or format whatsoever (including, but not limited to advertisements placed via the internet) as being available for occupancy by any person other than the Residential Unit Owner or the permanent resident, or any of their family members, agents, servants, employees, licensees or guests;

(i) no Residential Unit Owner, Resident or tenant shall be permitted to place any signs for rent in or on the Residential Unit or the Common Elements of the Condominium;

(j) all leases and tenants are subject to all municipal requirements applicable to rentals, if any;

(k) all leases of a Residential Unit shall contain the following language: “This agreement and the rights and obligations of the parties hereunder are hereby made expressly subject to the right if any, of the Board of Managers of the Condominium with respect to the transaction embodied herein pursuant to the terms of the By-Laws of the Condominium, as the same may have been amended;

(l) the lease must contain the Smoking Policy provisions contained in Article VIII, Section 5 of the By-Laws; and

(m) if any Residential Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration of Condominium or By-Laws, or both, including any Rules and Regulations, the Board of Managers of the Condominium may bring an action in its own name or in the name of the Residential Unit Owner, or both, to have the tenant evicted or to recover damages, or both.

The Board of Managers, in its sole discretion, may add or change any of the criteria in Article XI, Section 7 of the By-Laws with respect to the requirements of leasing Residential Units.

The Board of Managers reserves the right to deny a prospective tenant of a Residential Unit's application if the Board of Managers determines that the prospective tenant may constitute a threat to the health, safety and/or protection of the Residential Unit Owners or may result in substantial physical damage to the Common Elements of the Condominium without having to exercise the Board of Managers' Right of First Refusal. In the event the Board of Managers of the Condominium, in its sole discretion, determines that the prospective tenant of the Residential Unit does not meet its criteria for tenancy of a Residential Unit as provided herein and in Sections 1 and 7 of Article XI of the By-Laws, the Board of Managers shall issue a denial to the Residential Unit Owner within ten (10) days of such determination. The Residential Unit Owner shall thereafter have the right to procure a second prospective tenant for the Board of Managers' Right of First Refusal, review and approval pursuant to all of the terms of Article XI of the By-Laws.

In order to carry out the provisions of Article XI of the By-Laws and pursuant to the provisions of Article Fifteenth of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

The foregoing restrictions of Sections 1, 2 and 7 of Article XI of the By-Laws shall not apply to Sponsor owned Residential Units or any Commercial Unit Owner, or any mortgagee acquiring title to a Unit in a foreclosure, deed-in-lieu of foreclosure, or otherwise through remedies in the applicable mortgages. The Sponsor, its successors, assignees or designees; any mortgagee acquiring title to a Unit in a foreclosure or otherwise and a Commercial Unit Owner shall have the right to freely sell their Unit or to freely lease all or any part thereof as long as the lease and use by a tenant is in

compliance with the permitted use of the Unit under applicable zoning and occupancy requirements.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (c), (f), (g), (h), (i), (j), (l) and (m) of Section 7 of Article XI of the By-Laws shall apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent purchaser from the first mortgage lender is subject to all the terms of Article XI of the By-Laws. In addition, the provisions of Article Thirteenth of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of the Residential Unit by the mortgagee.

A Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board of Managers, to sell or lease their Commercial Unit without the Board of Managers having any Right of First Refusal to sell or lease, or to procure a third party to sell or lease, the same, and all sale or rental proceeds shall belong solely to the applicable Commercial Unit Owner.

Non-Discrimination

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

Real Property Law Section 339-kk

Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying Residential Unit Owner who rents any Residential Unit in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Residential Unit within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the condominium association. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant to this provision of the By-Laws. This provision does not apply to any Commercial Unit Owner who rents their Commercial Unit.

A complete copy of Section 339-kk of the Real Property Law is contained in Part II of the Plan as Schedule L.

Restrictions on Occupancy and Use

There is no restriction upon ownership of a Residential Unit. Occupancy of a Residential Unit Owner, however, may only be for residential purposes in accordance

with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

The Commercial Unit may be used for any permitted use by applicable zoning requirements of New York City.

Storage Spaces may only be utilized for storage of normal household items and pursuant to the provisions of the Declaration of Condominium and By-Laws of the Condominium and any Rules and Regulations regarding the Storage Spaces.

The By-Laws of the Condominium contain certain use restrictions regarding the Residential Units.

All vendors, contractors, sub-contractors and other personal transporting of any equipment, appliances, furniture, plants, or other fixtures to a Residential Unit must utilize the Residential Elevator designated for service at times designated for such purpose by the Board of Managers. All Residential Unit Owners, tenants or other residents of the Building moving in or out or transporting any equipment, appliances, furniture or plants or other fixtures must utilize the Residential Elevator at times designated for such purpose by the Board of Managers.

No Residential Unit Owner shall make any addition, alteration or improvement (of either a temporary or permanent nature) of a structural nature in or to the Residential Unit Owner's Residential Unit, or any Individual Residential Units Limited Common Element, without the prior written approval of the Board of Managers. Said provision requiring the written consent of the Board of Managers does not apply to the Sponsor. See Section XXI of the Offering Plan and Article VIII of the Condominium By-Laws set forth as Schedule J in Part II of the Plan.

A Purchaser may not interfere with Sponsor's ability to construct the Residential Units or Commercial Unit(s) or facilities, including, without limitation, interference with work performed on the Property by Sponsor's staff, contractors and/or sub-contractors in connection with the construction or completion of a Unit or any other Unit(s), attempts to hire any of Sponsor's staff, contractors or subcontractors, and/or attempts to bring contractors, materialman, sub-contractors or workers onto the Property for work on a Residential Unit prior to Closing, unless otherwise agreed to by Sponsor in writing. Sponsor shall have the right to remove or replace (and discard) any unauthorized installations, constructions and/or other materials installed or situated in or on any Residential Unit or any portion of the Property by or at the direction of any Purchaser prior to Closing without Sponsor's prior written consent.

As a result of the fact gas pipes, water pipes, and electric wires run throughout the walls of the Building, Purchasers should be careful when placing any items on the wall or drilling into the walls of their Unit.

All Residential Unit Owners must notify the Board of Managers or the Managing Agent (if any) in writing when a Child or Children under the age of eleven (11) years lives

or resides (even temporarily) in the Residential Unit. Each Residential Unit Owner shall install, at the Residential Unit Owner's expense, any required Window Guards in all windows of the Residential Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers or Managing Agent (if any).

Unit Owners should refer to Article VIII of the By-Laws as to the Rules and Regulations applicable to the Unit Owners.

Restrictions on Pets

Residential Unit Owners will be permitted to keep dogs, cats or other common household pets in their Residential Unit subject to the provisions of this regulation. The foregoing notwithstanding, no breed or mix of dog, including American Pit Bulls, Terrier, or Rottweiler, deemed to be dangerous to the safety of the residents of the Condominium shall be permitted to be kept or harbored in the Condominium or any Residential Unit. In addition, no more than two (2) pets may be kept in a Residential Unit without the consent of the Board of Managers or the Managing Agent. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium and unless the dog is a qualified therapy support dog or animal under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, and/or the New York City Administrative Code required for a qualified resident, tenant and/or guest pursuant to the requirements in sub-section (z) of Article VIII, Section 3 of the By-Laws. No animals may be kept or maintained in a Residential Unit for any Commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Managers. All Residential Unit Owners shall advise the Board of Managers of any household pet intended to be kept in their Residential Unit prior to the household pet residing therein. In addition to the above restrictions, the Board of Managers shall have the right to further adopt additional rules and regulations regarding pets including, but not limited to further limiting the number, size and type of pet including but not limited to the type of breed of such pet permitted to be kept in a Residential Unit. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless carried or on a leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners shall be responsible for (i) picking up and disposing of their pet's waste; (ii) for any damage caused by their pets to any Common Elements of the Condominium; (iii) keeping their pets immunizations up to date; (iv) indemnifying and holding harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (v) abiding by any and all Rules and Regulations applicable to the Residential Units adopted with respect thereto.

Smoking Policy

The Smoke-Free Air Act New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies,

hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505. Effective as of August 28, 2018, Local Law 147 of the City of New York became effective. Local Law 147 amends the Administrative Code of the City of New York ("NYC Administrative Code") to require that all class A multiple dwellings (i.e., buildings with 3 or more residential dwelling units) adopt a written smoking policy (the "Smoking Policy"). Pursuant to the requirements of Local Law 147 of the City of New York the following constitutes the Smoking Policy applicable to the Condominium and to all Unit Owners, residents, tenants, guests, licensees, employees, and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium:

(a) Definitions:

(i) Smoking: Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designated for people to use to inhale smoke.

(ii) Electronic Cigarette (E-Cigarette): A battery-operated device that heats a liquid, gel, herb or other substance and produces a vapor for people to inhale.

(b) Policy:

(i) All types of Smoking and use of Electronic Cigarettes as defined above are prohibited from all general common areas of the Condominium, including but not limited to any lobby, hallway, stairwell, mailroom, fitness room or other recreational facility, meeting room, laundry room, storage area, mechanical room, equipment room, cellar, basement, elevator, garage, rooftop, play areas, parking areas, shared balconies, shared courtyards, shared patios, shared porches, shared yards and/or any outdoor common area within 15 feet of entrances, exits, windows, and air intake units on property grounds.

(ii) All types of Smoking and use of Electronic Cigarettes are prohibited from the roof, balconies, terraces or any space designated as a General Residential Units' Limited Common Element, Individual Residential Unit's Limited Common Element and Commercial Unit's Limited Common Element appurtenant to the Unit or Units.

(iii) All legal Smoking and use of Electronic Cigarettes is permitted within the interior area of a Residential Unit and Commercial Unit.

(iv) The Smoking Policy shall be applicable to all Unit Owners, residents, tenants, guests, congregants, licensees, employees and all persons that may be in or on any portion of the Condominium.

(v) Any Unit Owner who leases their Unit shall incorporate the provisions of the Smoking Policy into the lease with the Residential Unit Owner's tenant.

(c) Complaints:

Complaints about smoke drifting into a Unit or common area should be made promptly to the Managing Agent. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

(d) Arbitration:

Disputes regarding the Smoking Policy shall be submitted for arbitration pursuant to the provisions of Article XIII of the By-Laws of the Condominium.

The Smoking Policy shall be applicable to all Unit Owners, residents, tenants, guests, congregants, licensees, employees, and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium. Pursuant to the requirements of Local Law 147 all tenants in the Building are required to receive a copy of the Building's Smoking Policy and the Smoking Policy must be incorporated into all leases or interim leases. The provisions of Local Law 147 of the City of New York shall take precedent in the event of any conflict with the Smoking Policy contained herein.

Mortgage of Units by Unit Owners

A Unit Owner may mortgage the Unit Owner's Unit at any time after the Unit Owner acquires title to the Unit in whatever amount and under whatever terms the Unit Owner can obtain provided the Unit Owner first notifies the Board of Managers. Any Unit Owner may, upon the resale of their Unit, grant a purchase money mortgage to the purchaser of their Unit. A Unit Owner may mortgage their Unit only if all arrears for Common Charges, if any, are provided for at the closing of the mortgage.

Common Charges Assessment and Collection

The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the General Common Elements, General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Elements that have been delegated to the Condominium to repair, maintain and replace as provided for in the Declaration of Condominium and/or the By-Laws as well as Common Expenses of the Condominium, determine the amount of the Common Charges

payable by the Unit Owner(s) to meet the Common Expenses and other expenses applicable thereto, and allocate and assess such Common Charges and Common Expenses among all the Unit Owners and, unless otherwise determined by the Board of Managers pursuant to Sections 339-m of the Condominium Act, in proportion to their respective Percentage of Common Interest in the Condominium as reflected in Schedule B of the Declaration of Condominium.

As provided in Section 339-m of the Condominium Act, Common Charges, no matter how classified, may be adjusted by the Board of Managers based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses, no matter how classified, based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In connection therewith certain common costs may be charged solely to the Residential Units based upon the Residential Unit's Residential Interest as reflected in Schedule A and in Schedule B of the Declaration ("Residential Units' Exclusive Costs"). In connection therewith, the Residential Units shall pay all costs applicable to the Residential Area, General Residential Units' General Limited Common Elements and any other Common Expenses that solely benefit the Residential Units based upon their Residential Unit's Residential Interest as reflected in Schedule A. In the event of any dispute as to the allocation of the Common Charges or a Residential Units' Exclusive Cost, such dispute shall be submitted for arbitration pursuant to the provisions of Article XIII of the By-Laws of the Condominium.

Common Expenses of the Condominium shall include but not be limited to the Common Expenses referred to in Article VI, Section 3 of the By-Laws.

The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of the budget on which such Common Charges and Expenses are based, to all Unit Owners.

The Sponsor, its successor, assignee and/or designee shall be responsible for the Common Charges assessed against each Unit owned by the Sponsor, its designee, assignee and/or successor until such Unit is transferred to a bona fide Purchaser.

The estimate of Condominium expenditures in Schedule B was made by the Sponsor and passed upon by Monarch Realty Group Holdings, LLC (the "Agent"), located at 19 West 34th Street, Suite 806, New York, New York 10001. Although the Sponsor is of the opinion that such estimates are accurate and reasonable, they are not intended and cannot be construed as an assurance of the actual expenses and are merely based upon information available at this time. Actual costs may be lesser or greater than as set forth herein.

It is presently anticipated that the Common Charges are to be used primarily to pay for the expenses detailed in Schedule B of the Offering Plan. The Common Charges and Common Expenses do not include maintenance, repairs, or decoration of interior of

the Units or portions thereof, payments required pursuant to the terms of Unit Owners' mortgages or real estate taxes covering the individual Units.

The Common Charges which may be collected monthly by the Board of Managers and other costs of maintenance of the Units are set forth on Schedule A. However, additional services which the Unit Owners may desire, or other factors can increase these charges. See Schedule C for estimated utility costs applicable to an individual Unit.

During the Sponsor Control Period, Sponsor shall have the right, in its sole and absolute discretion, to cause the Condominium Board to waive the collection of some or all of the Common Charges, as set forth in the Condominium's budget from Unit Owners provided, however, that Sponsor shall have the right to either (a) be solely responsible for the payment of all actual expenses to operate the Condominium (the "Waiver Period") if the Sponsor is paying all expenses; or (b) cause the Condominium Board to assess all Unit Owners, including the Sponsor for Unsold Units, their proportionate share of all actual operating expenses of the Condominium based on their respective Percentage of Common Interests or as otherwise set forth in the budget, including, but not limited to, insurance premiums and any reserve fund payments included in the budget (the "Reduced Service Period"). In connection with the Waiver Period or Reduced Service Period, (i) Sponsor will disclose the implementation and expiration date of such Waiver Period or Reduced Service Period in the amendment to the Plan that discloses the occurrence of the First Closing; (ii) Sponsor or the Managing Agent will notify Purchasers and Unit Owners of the expiration of the Waiver Period or Reduced Service Period at least 30 days prior to the expiration thereof, and (iii) Sponsor will disclose the expiration of the Waiver Period or Reduced Service Period in the next substantive amendment to the Plan. During any Waiver Period, Sponsor and/or Unit Owners will timely pay all actual expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments included in the budget. At such time as the Condominium Board commences the collection of Common Charges in accordance with the total proposed budget contained in Schedule B (the "Total Budget"), there will not be an assessment for any expense line item set forth in the budget, or maintenance fee that would have been due prior to the expiration of the Waiver Period or Reduced Service Period. Sponsor is not obligated to collect Common Charges based upon a Waiver Period or Reduced Service Period. The Condominium Board shall remain obligated to update the budget in accordance with the terms of the Offering Plan. Purchasers should note that, during any Waiver Period or Reduced Service Period, Unit Owners will remain responsible for (in addition to their proportionate share of Operating Costs, if applicable) all individual Unit expenses, including without limitation (as applicable) real estate taxes on the Unit, mortgage payments under a loan 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.

Where a Unit is damaged by casualty and the proceeds of insurance are not sufficient to cover the repair of the damage, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Units will be a Common

Charge to all Unit Owners. In order to protect the Unit Owner against the possibility of such Common Charges, the Board of Managers determines the amount of blanket casualty insurance covering all Units (the cost of such insurance is part of the Common Charges) and reviews the amount of such coverage annually.

Upon the commencement of the collection of Common Charges each Purchaser who has acquired title to their Unit will be solely responsible for the Common Charges assessed against each Unit. In addition, upon the closing of title to a Unit the Unit Owner will be solely responsible for all other individual costs associated with the Unit and the Individual Unit's Limited Common Elements, including individually metered and sub-metered utility costs and all repairs and maintenance to the Unit.

Liens for the Non-Payment of Common Charges

Under Section 339-z of the Real Property Law of the State of New York, the Board of Managers shall have a lien against each Unit for its unpaid Common Charges and legal interest thereon prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record and the lien of the Authority pursuant to the Easement Volume Agreement. The lien shall continue in force even after resale of a Unit except that the Board of Managers shall, in accordance with the Declaration of Condominium, release the lien and right to collect unpaid Common Charges against any Purchaser of a Unit where such purchase arises out of a foreclosure of a first institutional mortgage when the Board of Managers has been made a party to the foreclosure action.

The Board of Managers may foreclose the lien in the same manner as a mortgage on real property or bring a separate action to collect the unpaid Common Charges and Special Assessments and in doing so shall be entitled to recover all costs incurred including reasonable attorney's fees. The liability of each Unit Owner for the payment of Common Charges and Special Assessments thereafter assessed against the Unit Owner's Unit shall terminate upon a sale, transfer or conveyance of such Unit in accordance with the provisions of the Condominium Declaration and By-Laws. Further, any Unit Owner may convey their Unit to the Board of Managers or its nominee, on behalf of all other Unit Owners, without any compensation and in accordance with the Declaration and By-Laws, and in such event the Unit Owner shall be exempt from any Common Charges and Special Assessments thereafter assessed, but not relieved of their obligation to pay the Unit Owner's mortgage. However, a Unit Owner may not be exempt from liability for the Unit Owner's Common Charges and Special Assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit Owner's Unit.

Upon a resale, the Purchaser of a Unit shall be liable for the payment of unpaid Common Charges and Special Assessments assessed against such Unit prior to the acquisition of such Unit by the Purchaser. Notwithstanding any other provision in the Declaration or the By-Laws any mortgagee of an Institutional Mortgage who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee unless otherwise required by law. If

the Condominium's lien priority includes costs of collecting unpaid Common Charges the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges and Special Assessments.

Repairs, Alterations and Improvements to the Residential Units

All maintenance, painting, repairs and replacement of the General Common Elements shall be contracted for by and be the responsibility of the Board of Managers and the cost thereof shall be a General Common Expense except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Unit Owner or the prior alteration of the Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Unit Owner.

All maintenance, painting, repairs and replacement of the General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium shall be contracted for by and be the responsibility of the Board of Managers and the cost thereof shall be a Residential Common Expense except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of any Residential Unit Owner or the prior alteration of the Residential Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Residential Unit Owner.

All maintenance, repair, and cost to the interior portion of the window area and doors which open from a Unit are the sole obligation of the Unit Owner. All maintenance, repair, replacement, and costs to the external portion of the window area, the actual window and external portion of the doors (including painting if necessary) which open or face the outside of a Unit will be the responsibility of the Condominium and the cost thereof shall be a Common Expense of the Condominium and paid for by all Unit Owners as provided in Article VI of the By-Laws. Notwithstanding the above, should the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from or face the outside of a Unit be caused as a direct result of the negligence or act of a Unit Owner, occupant, tenant, guest or any other person residing, visiting or doing work in the Unit, the Condominium will repair or replace the external portion of the window, the window or the external portion of the doors which open from a Unit and the cost of such repair or replacement shall be charged to the Unit Owner as an additional Common Charge or Special Assessment.

All structural repairs and replacements to any private balcony, terrace and/or roof terrace area that is an Individual Residential Unit's Limited Common Element will be the

responsibility of the Condominium. Notwithstanding, the cost of such repairs and replacements shall be charged to the Individual Residential Unit Owner whom has the exclusive use of the private balcony, terrace and/or roof terrace unless the repair or replacement is necessitated as a result of general maintenance or repair to the General Common Elements or General Residential Units' Limited Common Elements, in which case the cost shall be a General Common Expense for the General Common Elements or a Residential Common Expense of the Condominium for the General Residential Units' Limited Common Elements. Any dispute as to who is responsible for the cost and expense of the repairs and replacements to any private balcony, terrace and/or roof terrace area that is an Individual Residential Unit's Limited Common Element shall be resolved by arbitration pursuant to the provisions of Article XIII of the By-Laws.

All general maintenance and repairs of a private balcony, terrace and/or roof terrace area and all fencing, landscaping, pavers, surfaces, appliances, irrigation system, railing, drains, utilities, pipes, wires conduits lighting located in or on and for the exclusive use of the private balcony, terrace and/or roof terrace area that is an Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including, but not limited to, the repair of leaks; the repair, maintenance and replacement of surfaces and pavers thereon; the maintenance and replacement of all landscaping and trees and bushes thereon or therein; and repair, maintenance and replacement of all appliances, lighting, mechanical equipment, irrigation system, railing, fencing located thereon or therein;), shall be the responsibility of the Residential Unit Owner whose private balcony, terrace and/or roof terrace area is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to the private balcony, terrace and/or roof terrace area that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost.

The private balconies, terraces and/or roof terrace areas are not permitted to be used for storage, are not permitted to be enclosed and are not permitted to be used for any type of bedroom or for sleeping or similar use. All drains located on a private balcony, terrace and/or roof terrace area must be always kept open. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a private balcony, terrace and/or roof terrace area, except as may be necessary for the use of said space.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, gas boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the Residential Unit or is an Individual Residential Limited Common Element that is appurtenant to the Residential Unit and/or all apparatus, installations, systems equipment and facilities located in a Residential Unit or in or on an Individual Residential Unit's Limited Common Element that is appurtenant to the Residential Unit (including pipes, wire, ducts, vents, cables, conduits and lines) which

serve or benefit a Residential Unit exclusively shall be the responsibility of the Residential Unit Owner.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, gas boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the General Common Elements or General Residential Units' Limited Common Elements and/or all apparatus, installations, systems equipment and facilities located in the General Common Elements or General Residential Units' Limited Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit the Residential Units either collectively or individually shall be the responsibility of Condominium and shall be a Residential Common Expense.

All structural repairs of the Storage Spaces and all repairs and maintenance of the Storage Space Area shall be the responsibility of the Condominium and a Residential Unit's Expense of the Condominium. All general maintenance and repairs of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space. Storage Spaces are to be used for storage of general household items only. Licensees of the Storage Spaces will not be permitted to store any combustible material or other items in a Storage Spaces that may be illegal or cause the Condominium insurance to be increased or is not in compliance with the building code of the City of New York.

Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Space and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space as reflected in Schedule A and the overall square footage of all the Storage Spaces.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and General Residential Units' Limited Common Elements. If located in the General Common Elements the cost thereof shall be a Common Expense payable by all the Unit Owners as provided in Article VI of the By-Laws. If located in the General Residential Units' Limited Common Elements the cost thereof shall be a Residential Common Expense payable by the Residential Unit Owners as provided in Article VI of the By-Laws. Notwithstanding the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of a Unit Owner, occupant, tenant, guest or any other person residing in, visiting or doing work in the Unit, or caused by any prior alteration of a Unit, shall be assessed to and paid by the applicable Unit Owner.

All maintenance, repairs and replacements to a Commercial Unit and Commercial Unit's Limited Common Elements, whether structural or non-structural, ordinary or extraordinary, will be made by the respective Commercial Unit Owner at its/their sole expense.

All snow removal from any areas of the Condominium, except for any Individual Residential Unit's Limited Common Element or Commercial Unit's Limited Common

Element, the General Common Elements and General Residential Units' Limited Common Elements shall be contracted for by the Board of Managers and the cost thereof shall be a Common Expense of the Condominium payable by all Unit Owners.

All snow removal and cleaning of any sidewalks and entranceways that abut the Condominium and any Commercial Unit that is not the responsibility of the City of New York shall be the responsibility of the Condominium and a Common Expense of all the Units in the Condominium.

All repairs, painting or maintenance, whether made by the Unit Owner or the Board of Managers, to the doors, windows, or the exterior surface of the Building or to any generally visible portion of the General Common Elements or General Residential Units' Limited Common Elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor, unless varied or waived by the Board of Managers.

All repairs, replacement, modification, or maintenance of a lot line window shall be the responsibility of the Unit Owner if part of a Unit or Individual Residential Unit's Limited Common Elements or the responsibility of the Condominium if part of the General Common Elements, or General Residential Units' Limited Common Elements. If the lot line window is located in the General Common Elements all costs of the repairs, replacement, modification or maintenance shall be a General Common Expense. If the lot line window is located in the General Residential Units' Limited Common Elements all costs of the repairs, replacement, modification or maintenance shall be a Residential Common Expense. The Condominium shall approve all work to a lot line window and shall have the right to designate or approve the contractor doing the work.

In the event that a Unit Owner fails to maintain, repair or replace its Unit or any Limited Common Element for the Residential or Commercial Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, General Residential Units' Limited Common Elements, any other portions of the Building or any other Unit or other Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Residential or Commercial Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) of the Unit or Individual Limited Common Elements for a Unit's exclusive use and to charge said Residential or Commercial Unit Owner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Residential or Commercial Unit Owner for repairs, maintenance and/or replacement to their Residential or Commercial Unit or for repairs to any Common Elements restricted in use to such Residential or Commercial Unit Owner, and the Residential Unit or Commercial Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Residential or Commercial Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Unit for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Unit or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

The Board of Managers shall have the right to designate or approve a contractor or contractors to do any structural work in or on a Residential Unit or Individual Residential Unit's Limited Common Element that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost.

Commercial Unit

As long as the Sponsor, its successor, assignee or designee retains ownership of a Commercial Unit, the Sponsor, its successor, assignee or designee shall have the right to make any changes, structural or non-structural to a Commercial Unit without approval of the Board of Managers. In the event the Sponsor sells a Commercial Unit each Commercial Unit Owner shall be permitted to make a structural addition, alteration, or improvement (of either a temporary or permanent nature) in or to the Commercial Unit, or any Limited Common Element for its exclusive use, without the prior written approval of the Board of Managers. In addition any Commercial Unit Owner other than the Sponsor, its successor, assignee or designee must notify the Board of Managers at least forty-five (45) days prior to any such structural addition, alteration or improvement and no Commercial Unit Owner shall make any structural addition, alteration or improvement in or to the Commercial Unit or any Limited Common Element for its exclusive use without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board, its Members and Officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from New York City or any other governmental agency. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Unit Owner shall pay the charges

of such architect or engineer. The respective Commercial Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions, or improvements.

Any application to any department of New York City or any other governmental authority for a permit to make a structural addition, alteration or improvement in or to any Commercial Unit or Limited Common Element for its exclusive use shall be completed by the Commercial Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

At the request of a Commercial Unit Owner, the Board will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair of the Commercial Unit or the operation thereof. The respective Commercial Unit Owner shall indemnify and hold the Board and the Unit Owners harmless from any liability resulting therefrom.

The Board of Managers will not have any right to restrict or limit the method of operation, use or appearance of any Commercial Unit which are permitted by law. No rules affecting the operation of a Commercial Unit may be adopted or modified by the Board of Managers without the consent of the respective Commercial Unit Owner.

The Residential Unit Owners shall have an easement through the Commercial Unit for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing the Residential portion of the Building, the Residential Units and/or the entire Building.

Insurance

Purchasers should refer to Section XX of the Offering Plan and the footnotes to the budget for a complete description of the insurance applicable to the Condominium.

THE CONDOMINIUM INSURANCE COVERAGE DOES NOT COVER FIRE AND LIABILITY INSURANCE FOR THE PURCHASER'S PERSONAL EFFECTS AND INTERIOR OF THE RESIDENTIAL UNIT. PURCHASERS ARE ADVISED TO SECURE SUCH COVERAGE.

Access by Board of Managers

The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in any Unit and servicing any other Unit or causing damage or in imminent danger of causing damage to any other Unit or any Common Element, no

matter how classified. The cost of such repairs shall be a Common Expense unless the damage is the result of the negligence of a Unit Owner or tenant, occupant, employee or other person a Unit Owner may be responsible for, in which case the cost of such repairs shall be the responsibility of the Unit Owner who is responsible or whose tenant, occupant, employee or other person the Unit Owner is responsible for causing such damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

Compliance with terms of the Declaration, By-Laws and Rules and Regulations

Ownership of a Unit in the Condominium subjects the Unit Owner to compliance with the provisions of the Declaration and By-Laws as well as the Rules and Regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The Rules and Regulations of the Condominium are set forth in Article VIII of the By-Laws in Schedule J of Part II of the Offering Plan. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws as well as the Rules and Regulations established therewith.

The provisions of the By-Laws which requires Members of the Residential Unit Owners' representatives to the Board of Managers to be Residential Unit Owners will not apply to the first Board of Managers or any Sponsor designees to the Board of Managers.

Thermostats

All Residential Unit Owners are required to keep their thermostats at a minimum of sixty (60) degrees Fahrenheit to prevent freezing of pipes. In the event the Residential Unit Owner fails to adhere to this requirement the Residential Unit Owner shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Residential Unit.

Board Easement to Install, Utilize, Operate, Maintain, Repair, etc.

The Board of Managers and its agents, contractors and maintenance staff will have, and each Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore, replace and inspect the General Common Elements and any Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere in the Condominium, wherever located, and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements or any Limited Common Elements, no matter how classified.

Unit Owners Easement

Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, sewers and/or drainage lines, wires, conduits and

public utility lines located in other Units that exclusively service such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, sewers and/or drainage lines, wires, conduits and public utility lines exclusively servicing such other Units located in such Unit.

Commercial Unit Owner(s) Easement

The owner(s) of a Commercial Unit and any Units resulting from the subdivision and/or consolidation of a Commercial Unit shall have easements for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, wires, conduits, drainage, sewer, water and other mechanical equipment, pipes, wires, conduits, lines and fixtures and equipment servicing a Commercial Unit in, on, through, under or over the Common Elements, no matter how classified, including but not limited to the exterior walls, the roof and the cellar and in, on, through under and over any Commercial Unit and any Units resulting from the subdivision or consolidation of the Commercial Unit; (ii) access in and through the Common Elements of the Condominium, no matter how classified, for all required work including, without limitation, the installation of equipment, pipes, wires, conduits, utility lines, cable equipment required to provide and permit the subdivision or consolidation of a Commercial Unit in conformance with Article Sixth of the Declaration of Condominium; (iii) access through the Common Elements of the Condominium, no matter how classified, for the use of any Commercial Unit's Limited Common Element including any storage area and roof equipment and for access to any portion of the Building for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter required for the operation of a Commercial Unit now or in the future that is located in or on the Building that now or in the future services or is necessary to service a Commercial Unit including any roof equipment and any storage area, provided, however, that except in the case of an emergency, the right of access for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located in or on the Building that service a Commercial Unit may be exercised only on weekdays between the hours of 8:00 AM to 6:00 PM unless the Board of Managers consents to additional times and days of the week. A Commercial Unit and any Commercial Unit resulting from the subdivision or consolidation of a Commercial Unit shall be subject to easements in favor of any other Commercial Unit(s) and any Commercial Unit resulting from the subdivision or consolidation of a Commercial Unit for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving a Commercial Unit and any Units resulting from the subdivision or consolidation of a Commercial Unit. The owner and tenants of a Commercial Unit shall have the right at their sole cost and expense to install separate heating and cooling systems and other necessary equipment, pipes, wires, conduits, ducts, lines and flues required for the operation of a Commercial Unit and any Commercial Unit resulting from the subdivision or consolidation of a Commercial Unit in or on the General Common Elements and General Residential Units' Limited Common Elements and an easement is herewith granted in, over, under and through the Common Elements of the Condominium, no matter how classified, for (i) the installation, maintenance, repair and replacement of the heating and cooling systems and any other mechanical equipment or system now or in the future required for the operation of a Commercial Unit and all necessary pipes,

lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised; (ii) for access for repair, maintenance and replacement to any equipment, pipes, wires, conduits, lines, ducts, vents and flues that services a Commercial Unit now or in the future and which is located in the Residential Area of the Condominium or located in an Individual Residential Unit's Limited Common Elements and (iii) to erect, maintain and replace one or more signs on the Condominium Property permitted by law for the purpose of advertising the operation of any business conducted by a Commercial Unit Owner or tenant of a Commercial Unit Owner. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Condominium and will comply with applicable regulations of New York City.

Board of Managers Access Easement

The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in any Unit and servicing any other Unit or causing damage or in imminent danger of causing damage to any other Unit or any Common Element, no matter how classified. The cost of such repairs shall be a Common Expense unless the damage is the result of the negligence of a Unit Owner or tenant, occupant, employee or other person a Unit Owner may be responsible for, in which case the cost of such repairs shall be the responsibility of the Unit Owner who is responsible or whose tenant, occupant, employee or other person the Unit Owner is responsible for causing such damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

Board of Managers/Agents/Employees/Contractors Easement

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements, the Units, and the Limited Common Elements of the Units for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Unit or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium, or for the health and safety of the Condominium and its residents. Such right of access to a Unit shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

Board of Managers Easement to Install Utilities, Operate, etc.

The Board of Managers will have, and each Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements, General Residential Units' Limited Common Elements, the

Individual Residential Unit's Limited Common Elements and the Commercial Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements or Commercial Unit's Limited Common Elements.

Utility Easement

Each respective utility and cable company shall have a right of access to the Common Elements and each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in the Common Elements and any Unit. Any utility or cable company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

Board Right to Grant Easements

The Board of Managers shall have the right to grant such additional electric, gas, water, sewer, drainage or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes unless required by law. Access in, under, over and through the Property of the Condominium shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants unless access is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

Sponsor Right to Grant Easement

As long as the Sponsor retains an Unsold Unit, the Sponsor shall have the absolute right (without any obligation to obtain the consent of the Board of Managers or any other Unit Owner or other party except as required by law) to grant such additional electric, gas or other utility easements or relocate any existing utility easements in any portion of the Property as Sponsor shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants, and occupants of the applicable Units, provided that such additional utilities or the relocation of existing utilities will not prevent or interfere, in any material respect, with the normal conduct of business of the tenants and occupants of the Commercial Unit or the permitted use of the Residential Units.

Access Easement to Sponsor for Repairs and Maintenance

As long as the Sponsor and its agents and contractors shall have, and each Residential Unit Owner shall be deemed to grant, a right of access in, under, over and through the Residential Units, the Residential and Commercial Areas, the General Residential Units' Limited Common Element and/or Individual Residential Unit's Limited Common Elements and/or the Commercial Unit Owner's Limited Common Elements to the Sponsor or its designee, assignee or successor and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, inspection, replacement, or change being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements, no matter how classified, servicing the Residential and Commercial Areas of the Condominium.

Easement for Communication Services

The Board of Managers shall have the right to grant easements in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the purpose of installation, maintenance and repair of a satellite dish, cable service, internet service, fiber optics or other communication services and all ancillary wires, conduits, utility lines and any other services required for a satellite dish, cable service, internet service, fiber optics or other communication services for the use of the Unit Owners in the Condominium.

Easement for Access for Repairs, Maintenance and Replacement

The Board of Managers shall have an easement through the Units for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing any portion of the Condominium.

Sponsor Easement for Construction

The Sponsor, its successors, assigns and designees reserve the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all of the Property and the Building comprising the Condominium for the purpose of completing construction, sale and rental of Units and facilities in the Condominium and towards this end, reserve the right to grant and reserve easements and rights-of-way in, through, under, over and across all of the Property and the Building comprising the Condominium for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Sponsor, its successors, assigns and designees, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or on the Property and Building comprising the

Condominium. The Sponsor, its successors, assigns, and designees shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Property and the Building comprising the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Units to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their Percentage of Common Interest in the Common Elements. The Sponsor, its successors, assigns and designees reserve the right to continue to use the Common Elements and any facilities, sales offices, model Units and signs located on the Common Elements, in its efforts to sell and/or lease Units constructed in the Condominium and to complete construction of the Condominium. This paragraph shall not be amended without the consent of the Sponsor, its successors, assignees and/or designees.

Sponsor Access to Unit

Sponsor shall have and each Unit Owner shall be deemed to grant a right of access to and through their Unit to Sponsor or its designee, assignee or successor and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements and/or the Units. Each Unit Owner grants an easement of ingress and egress in, over and through any hallway that may be part of their Unit to any other Unit Owner, tenant, resident or other persons needing ingress or egress to their respective Unit that may be necessary for said purpose.

Easement of Support

Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs and exterior walls) supporting or serving the Building and any replacement thereof and additions thereto and an easement of necessity and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

Each Unit will have an easement for lateral and vertical support among all adjoining Units and Common Elements.

Easement of Use

Each Unit Owner will have a right and easement to use its Unit and the General Residential Units' Limited Common Elements, Individual Unit's Limited Common Elements and/or Commercial Unit's Limited Common Elements appurtenant to such Unit or Units, and the General Common Elements and General Residential Units' Limited

Common Elements, subject to and in accordance with the terms and conditions of the Declaration and By-Laws.

Easement for Emergency Purposes

All emergency vehicles and personnel, including, but not limited to, police, fire and medical vehicles and personnel shall be granted an easement of ingress and egress over, upon and through all areas of the Property. This paragraph may not be amended by the Unit Owners in the Condominium.

Any easements granted to Sponsor, the Board of Managers, any Unit or any Unit Owner under the Declaration and the By-Laws may be exercised by such Sponsor's, Board of Managers' or Unit Owner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, tenants, subtenants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Sponsor, the Unit Owner or Board of Managers.

Easement Volume Agreement

Any and all easements provided for in the Easement Volume Agreement to the Authority, New York City and/or any other City or municipal agency or department or any other person, contractor, sub-contractor or company stated therein.

Easement Pursuant to Easement Volume Agreement

The Board of Managers and the Sponsor, as long as the Sponsor owns a Unit in the Condominium, shall have an easement in, through and upon the Common Elements of the Condominium, no matter how classified, that may be required to comply with the provisions and/or requirements of the Easement Volume Agreement and as it may amended.

Allocation of Common Interest

The Percentage of Common Interest of the Condominium establishes the Unit Owners percentage of ownership in the Common Elements of the Condominium and percentage of liability for the payment of Common Charges subject to the rights under Section 339-m of the Real Property Law of the State of New York which permits the Board of Managers to make allocations and assessments of Common Charges to the General Common Elements, General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Element that is the Condominium's obligation to repair and maintain, in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In connection therewith, the Residential Units shall pay all costs applicable to the Residential Area,

General Residential Units' General Limited Common Elements and any other Common Expenses that solely benefit the Residential Units based upon their Residential Unit's Residential Interest as reflected in Schedule A. In the event of any dispute relating to the expenses to be borne by a Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XIII of the By-Laws. Each Unit Owner has the Percentage of Common Interest in the Condominium set forth on Schedule A. Such allocation has been 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. Said method of determining the percentage of Common Interest in a Condominium complies with and is pursuant to the provisions of Section 339-i(1)(iv) of the Real Property Law of the State of New York.

Neither the Percentage of Common Interest in the Common Elements nor the Residential Unit's Residential Interest shall be changed except with the consent of all Unit Owners affected expressed in a duly recorded amendment to the Declaration. However, based upon final specifications, construction conditions and/or "as-built" Plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of the Percentage of Common Interest may justify a minor increase or decrease in the aggregate Percentage of Common Interest and Residential Unit's Residential Interest appurtenant to Units. In such an event, the Percentage Interest of Common Interest or Residential Unit's Residential Interest appurtenant to each individual Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect such a change in the Percentage of Common Interests or Residential Unit's Residential Interest and to amend the Plan so as to reflect the same. In no event, however, will the Percentage of Common Interest or Residential Unit's Residential Interest of any Unit be increased or decreased as a result of any of the foregoing a material amount.

Copies of both the Declaration and By-Laws are contained in Part II of the Offering Plan.

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XXII. REAL ESTATE TAXES

In accordance with the New York State Condominium Act, real estate taxes applicable to each Unit will be separately assessed. The estimated monthly costs and charges to be incurred by the Unit Owner of each Unit in the first year in which the property will be fully subject to real estate taxes together with estimated Common Charges on each Unit and other carrying costs are set forth on Schedule A.

Real Estate Tax estimates were provided to the Sponsor by the law firm of Korngold Powers LLP, Counselors at Law ("Real Estate Tax Counsel") with offices located at 60 East 42nd Street, Suite 4600, New York, New York 10165 based upon information provided to them by the Sponsor. A copy of their Opinion Letter is contained in Section XXIV of the Offering Plan.

The assessed value of the Units is determined by the City of New York. Taxes may increase in subsequent years if the tax rates increase. The estimated monthly real estate taxes are based on an average of the estimated real estate taxes payable with respect to the Residential Units for the first year of Condominium operation, and the estimated monthly real estate taxes for any particular month will be different depending on which tax year the month falls.

In view of the fact the projected real estate taxes for the first year of operation contained in Schedule A are based on an assessment of the Building before construction is complete real estate taxes may increase materially when the Building is reassessed after construction is complete.

Real Property Tax Law Section 581 provides that condominium units shall be assessed for tax purposes as if the building was comparable rental property. As such the New York City Department of Finance ("DOF") is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore, the prices that are set in any condominium offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. The Residential Units of the Property will be designated by the DOF as a Tax Class 2 property (residential rental, condominium, or cooperative properties larger than 3 units) and the Non-Residential Units will be designated as a Class 4 property and will pay on the class 4 rate. The 2022/2023 tax class 2 residential tax rate has been set at $12.267 for each $100 of assessed valuation and the tax class 4 commercial tax rate has been set at $10.646 for each $100 of assessed valuation.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between one year and the next is phased in over a five-year period in equal installments. The five-year phase in does not apply to new construction or other increases due to physical improvements to the property. Increases due to such physical improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation. Based on Sponsor's construction schedule

it is expected there will be a further increase in value for the 2024/2025 through 2025/2026 Real Estate Tax periods as a result of the new construction which will be placed on the assessment roll immediately and not subject to the five-year phase in. In future years, part of the increases is projected in assessed value and will likely result in the taxable assessment being increased and based on a phased-in transition assessed value.

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

In June of 2023, the New York State Legislature passed legislation extending property tax abatements for homeowners in New York City cooperatives and condominiums through July 31, 2027 at the rate of 17.5% with buildings with average assessments greater than $60,000 per unit and a greater percentage for buildings with a lesser average per unit. Assuming the post construction assessed value is set as estimated in the tax opinion letter in Section XXIV, the abatement for eligible unit owners would be set at 17.5% of the annual taxes. A unit owner must acquire title by January 5 and an application must be timely filed with the New York City Department of Finance to be possibly eligible for the abatement for the successive tax year. The law makes additional changes from the original abatement law which will eliminate such abatement benefits for units which are not the primary residence of the owner. The law further limits the benefits to a Unit Owner to a maximum of three units in the building, one of which must be the primary residence of the unit owner. Units owned by limited liability companies and corporations are not eligible. In September of 2021, an amendment to the then existing condo abatement law which would require certain buildings to pay a prevailing wage to all building service workers in order to be eligible for this condo abatement was enacted. It is unknown at this time if the unit owners will have acquired their ownership interests at a point in time by which they will be eligible to apply for this abatement or if this law will be reenacted. The residential unit owners will not qualify for the abatement unless a prevailing wage is paid to all service workers who are employed at the property for 8 hours or more per week. The building must file an affidavit prepared by the Department of Finance stating whether or not they are eligible for this condo abatement. Therefore, in predicting the taxes on this building this tax abatement benefit has not been taken into consideration. Unit owners are advised to be aware of various filing deadlines that may be included in the renewed law as well as possible changes in the level of abatement and eligibility.

Purchasers are further cautioned that it is likely that there may not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective.

Predicated upon the above and the opinion letter contained in Section XXIV, it is estimated that the total taxable assessed value for the Residential Units for the initial budget year of January 1, 2025 through December 31, 2025 will be $4,500,000 and for the first post construction tax year of 2025/2026, the assessed value of the Residential Units is estimated to be $6,500,000. It is further estimated that the total taxable assessed value for the Commercial Unit for the initial budget year of January 1, 2025 through December 31, 2025 will be $350,000 and for the first post construction year of 2025/2026, the assessed value of the retain units will be $450,000.

Therefore, assuming the tax rates remain at the same level as currently set, it is estimated the real estate taxes prior to any abatements or exemptions for the initial budget year January 1, 2025 through December 31, 2025 and the post construction tax year of July 1, 2025 through June 30, 2026.

Residential Units

January 1, 2025 through June 30, 2025 (6 months of 2024/2025 Tax Year)

Assessed Value	Tax Rate	Tax
$3,500,000	12.26%	$214,673

July 1, 2025 through December 31, 2025 (6 months of 2024/2025 Tax Year)

Assessed Value	Tax Rate	Tax
$6,500,000	12.267%	$398,678

Commercial Unit

January 1, 2025 through June 30, 2025 (6 months of 2024/2025 Tax Year)

Assessed Value	Tax Rate	Tax
$250,000	10.646%	$26,615

July 1, 2025 through December 31, 2025 (6 months of 2025/2026 Tax Year)

Assessed Value	Tax Rate	Tax
$450,000	10.646%	$47,907

Estimated Initial Residential Budget Year Tax	$613,351
Estimated Post Construction Residential Tax Year Tax	$797,356
Estimated Initial Commercial Budget Year Tax	$ 74,522
Estimated Post Construction Commercial Tax Year Tax	$ 95,814

No warranty, guaranty or assurance is given that:

(a) Any projected or estimated amount set forth above including, without limitation, the estimates of the Property's assessed valuation during the first year of Condominium operation; the estimates of the portions of such assessed valuations that will be allocable to the Units; the tax rate that will be in effect during the first year; will approximate the actual amount.

(b) DOF will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by Real Estate Tax Counsel for such purpose, or that DOF will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above.

Although the aforesaid estimate of Actual Assessed Valuation is a good faith estimate, it is not possible to estimate the same with any degree of certainty. Assessed valuations, when actually made, may be lesser or greater based on interpretation of the administrative code and the applicable rules and regulations of the City of New York. The estimates are not intended and should not be construed as warranties as to future assessed valuations of the Property.

In view of the fact the Building will not be complete during the 2024/2025 tax year it is possible the actual assessed real estate taxes may be materially higher than projected as a result of the fact New York City Department of Finance are notoriously inconsistent in assessing properties during the course of construction.

After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units.

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

In the event the Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Units in the Condominium for the six (6) month period following the first Closing. Thereafter, at each Closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Unit. Alternatively, the Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the Unsold Units for such six (6) month period and may collect at each Closing, the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable. After the Units are

separately assessed, the funder of the escrow account and the Unit Owner will be reimbursed for any overpayment of taxes or assessed for an underpayment.

Notwithstanding anything to the contrary herein, Sponsor shall have the sole and absolute discretion to elect, in lieu of establishing at the Closing of the First Residential Unit the real estate tax escrow described immediately hereinabove, to cause the Board of Managers (for so long as Sponsor controls the same), pursuant to Article VI Section 8 of the By-Laws, to charge each Unit Owner, as a Common Charge, its respective pro rata share (on the basis of the percentage of Common Interest attributable to such Unit) of all real estate taxes with respect to the Property, until the Units have been separately assessed for real estate tax purposes.

Unit Owners will not be responsible for or subject to any lien arising from the non-payment of real estate taxes on any other Unit.

There are no tax certiorari proceedings currently pending for the property. The By-Laws empower the Board of Managers to bring such proceedings on behalf of the Unit Owners.

The Sponsor anticipates that the real estate tax rate will vary in future years rather than remain constant. The estimates of projected real estate taxes in this Offering Plan have been prepared by the Sponsor and cannot be construed as an assurance of the final tax costs but are merely estimates based upon information available to the Sponsor at this time. As such, the estimated real estate taxes are not a guarantee. No assurances can be given that the real estate taxes applicable to a Residential Unit will not change. In no event will the Sponsor, the Sponsor's counsel, any selling agent or any other person be liable if there are changes in the facts on which the real estate taxes were relied upon. All Purchasers are advised to consult with their attorney or real estate tax consultant as to the real estate taxes that may be applicable in purchasing and owning a Residential Unit in the Condominium.

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XXIII. INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The Sponsor has been advised by its counsel, Certilman Balin Adler & Hyman, LLP that each Residential Unit Owner will be entitled under present law to a deduction for Federal, New York State and New York City income tax purposes for the real estate taxes paid by each Residential Unit Owner covering their Residential Unit and, provided the Residential Unit is used as the Residential Unit Owner's primary residence or one (l) other residence that the Residential Unit Owner selects pursuant to Section 163(h) of the Internal Revenue code of 1986, for the interest paid by the Residential Unit Owner on any mortgage, covering the Residential Unit Owner's Residential Unit. Purchasers should note that pursuant to the Federal Tax Cuts and Jobs Act of 2017 (the "Tax Act"), which went into effect on January 1, 2018, the maximum mortgage in which an individual can deduct the interest on is $750,000. In addition, the Tax Act placed a maximum of $10,000 on the amount an individual can deduct for the combined amount of real estate taxes and State income taxes. Purchasers are advised to seek the advice of their tax consultant to ascertain the income tax ramifications to the Purchaser pursuant to the Tax Act. See the Opinion of Counsel in Section XXIV of the Offering Plan. Similarly, the Sponsor has been advised by counsel that certain Residential Unit Owners who are veterans of the Residential United States Armed Forces may be entitled to deductions covering part of the real estate taxes applicable to their respective Residential Units.

Purchasers are advised to seek the advice of their tax consultant to ascertain the income tax ramifications to the Purchaser pursuant to the Tax Cuts and Jobs Act of 2017.

The Sponsor has been advised by its counsel that the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve and other invested funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. If the Condominium is required to pay taxes, the amount thereof will be levied as an additional Common Charge.

Sponsor has also been advised that pursuant to Section 528 of the Internal Revenue Code, certain Condominiums, substantially all of whose Residential Units are used for residences, are afforded the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium Properties, which properties, as defined in Section 528 of said Code, include property held by the Condominium, property commonly held by the Unit Owners of the Condominium, or property within the Condominium held by the Unit Owners of the Condominium. This Condominium has been structured so that it will meet the requirements of Section 528 of the Internal Revenue Code and as a result the Condominium will be eligible to be treated as a tax-exempt organization under Section 528 of the Internal Revenue Code. Purchasers should refer to the Opinion of Counsel in Section XXIV of the Offering Plan.

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CERTILMAN BALIN ATTORNEYS

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

XXIV. OPINION OF COUNSEL

RICHARD HERZBACH
PARTNER
DIRECT DIAL 516.296.7006
rherzbach@certilmanbalin.com

May 28, 2024

Flat LG LLC
Elem 340 LLC
RC Flatbush LLC
1481 47th Street
Brooklyn, NY 11219

Re: **609 2nd Avenue Condominium**

Gentlepeople:

We note that the Offering Plan for the above-captioned Condominium states that it is believed that the monthly payments of interest on any mortgage, up to a maximum mortgage of $750,000, which becomes a lien on a condominium Residential Unit and real estate taxes payable by a Residential Unit Owner, which are assessed against the Residential Unit by any governmental taxing authority, are a proper deduction in connection with Federal and New York State Income Taxes payable by the owner of such Condominium Residential Unit to the aforesaid maximum amount currently allowed by law pursuant to the Federal Tax Cuts and Jobs Act of 2017 (the "Tax Act"), which went into effect on January 1, 2018. In addition, the Tax Act placed a maximum of $10,000 on the amount an individual can deduct for Federal income taxes for the combined amount of real estate taxes and State income taxes.

We have given this matter careful study, and it is our opinion that, pursuant to the provisions of the Internal Revenue Code (the "Code") the provision of the New York State Law (See Section 615 of the Tax Law), such interest payments and the aforesaid real estate payments are proper deductions by the owner of a Condominium Residential Unit, in connection with their Federal income taxes to the maximum amount currently allowed by the Act and New York State income taxes to the maximum allowed in each jurisdiction. Similarly, we are of the opinion that each Condominium Residential Unit Owner whose Residential Unit is their principal residence will be entitled, under the Code and Section 615 (a) of the State Law, to deduct interest paid or accrued by the Residential Unit Owner on any mortgage which becomes a lien on a Condominium Residential Unit to the maximum amount allowed by applicable law.

Pursuant to Section 528 of the Code, certain Condominiums, substantially all of whose Residential Units are used for residences, have the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium properties, which properties, as defined in 528 of the Code, include property held by the Condominium, or property within the Condominium. Based upon our examination of the Offering Plan and subject to the Condominium, actually satisfying the minimum percentage income and expenditure criteria set forth above, it is our opinion that the Condominium will be eligible to be treated as a tax-exempt organization under Section 528 of the Code.

Such an election will exempt from Federal and New York State Income Taxation all amounts received by the Condominium from the Residential Unit Owners as membership dues, fees or assessments. The Condominium will be taxed, however, on any excess of income over expenses from unrelated sources. Examples of unrelated sources income include interest earned on Reserve Funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. In the event the Condominium fails to qualify for and elect Section 528 taxation status in any year, it may, to the extent it has any income from unrelated sources or from accumulated revenues received by virtue of dues, fees and assessments received from Residential Unit Owners not expended in any taxable year, be subject to Federal and New York State Income Taxation (see Rev. Ruling 74-99, 1974-1 C.B. 131).

We have considered the relevant cases and rulings on the tax status of the Condominium including Revenue Rulings 74-17, 74-99, 75-370 and 75-371. These rulings, under certain circumstances, permit assessments for capital replacements and new or replacement equipment to be excluded from the Condominium's income and be treated for tax purposes as additional capital contributions. In such case each Unit Owner's assessment for such purposes would add to their tax basis. Although the Condominium described in the Plan may be deemed a taxable entity under such Rulings, assuming that all expenses are designated and accounted for, and that certain other special purpose assessments are properly treated as trust funds, the Condominium should not realize any significant amount of taxable income, other that with respect to incidental investment income, such as interest earned on Reserve Funds deposited in bank accounts.

We have examined the exceptions to title set forth in Section XVI of the Offering Plan, and we are of the opinion that none of such exceptions of title are contrary to the terms of the Purchase Agreement nor do they interfere with the quiet use or enjoyment of the Purchaser's Unit as set forth in the Offering Plan.

We have examined the Declaration and By-Laws pertaining to the proposed Condominium. It is our opinion that the Declaration and By-Laws, when recorded, will validly create a Condominium in accordance with Article 9-B of the Real Property Law of the State of New York.

In addition, we note that the Percentage of Common Interest for each Unit as contained in Schedule A has been determined 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 overall dimensions of the particular Unit. In our opinion, this is a proper method of determining the percentage of common interest in a Condominium and complies with Section 339-i(1)(iv) of the Real Property Law.

In our opinion, the Condominium will be eligible for tax exempt status, if it so elects, and Residential Unit Owners will be entitled to the above-mentioned income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the given facts and documents referred to above. No assurances can be given that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium, any selling agent or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statues, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause the Condominium to cease to meet the requirements of Section 528 of the Code or the New York State tax law, as amended, and Residential Unit Owners not to be entitled to income tax deductions. All Purchasers are advised to consult with their personal tax consultant as to purchasing and owning a Residential Unit in the Condominium.

The above tax deductions do not apply to the Commercial Unit.

Very truly yours,

CERTILMAN BALIN ADLER & HYMAN, LLP

By: _____
Richard Herzbach, Partner

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

August 8, 2023

609 Second Avenue Condominium
c/o Horizon Group
53 Broadway
Brooklyn, New York 11249

RE: 609 Second Avenue
Block 914, Currently Lot 29
Borough of Manhattan
City of New York

Dear Sir or Madam:

This letter is in response to your request for an opinion and projection of the estimated real estate assessments and taxes upon the completion of construction and creation of a condominium. You have requested our opinion concerning the real property tax assessment and real estate taxes to be levied upon the captioned premises for the first year of condominium operation which you have advised us will be the period January 1, 2025 through December 31, 2025. You have advised us that the project will consist of the construction of a building containing 65 residential units and two retail units. You have advised us construction has commenced and you expect construction to be complete by December of 2024.

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

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

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

2. The estimate of the cost of the construction.

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

4. Tax Assessments of comparable properties.

Tax Assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding July 21. The status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning that July 1. The final assessment roll containing the final 2023/2024 assessed values was published on May 25, 2023. The final 2023/2024 assessment roll showed the following value as of the tax status date of January 5, 2023 :

Block/Lot	Actual Assessed Value	Transition Assessed Value	Tax Class
914/29	$2,311,200	$2,311,200	2

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore, the prices that are set in any condominium offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by the sponsor, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The residential condominium units will be designated as tax class 2 property and will pay on the class 2 tax rate and the retail commercial units will be in tax class 4. The tax class 2 residential tax rate has been set at $12.267 for each $100 of assessed valuation for 2022/2023 and the tax class 4 tax rate has been set at $10.646 for each $100 of assessed value. The 2023/2024 tax rate will be set later this year.

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

improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation. We believe that there will be an increase in value for the 2024/2025 and 2025/2026 tax years as a result of the new construction which will be placed on the assessment roll immediately and not subject to the five year phase in. In future years, part of the increases in assessed value will likely result in the taxable assessment being increased and based on a phased-in transition assessed value.

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

In June of 2023, the New York State Legislature passed legislation extending property tax abatements for homeowners in New York City cooperatives and condominiums through July 31, 2027 at the rate of 17.5% with buildings with average assessments greater than $60,000 per unit and a greater percentage for buildings with a lesser average per unit. Former Governor Cuomo signed this bill into law. Assuming the post construction assessed value is set as estimated in this letter, the abatement for eligible unit owners would be set at 17.5% of the annual taxes. A unit owner must acquire title by January 5 and an application must be timely filed with the New York City Department of Finance to be possibly eligible for the abatement for immediately successive tax year. The law makes additional changes from the original abatement law which will eliminate such abatement benefits for units which are not the primary residence of the owner. The law further limits the benefits to a maximum of three units in the building, one of which must be the primary residence of the owner. Units owned by limited liability companies and corporations are not eligible. In September of 2021, Governor Hochul signed into law an amendment to the existing condo abatement law which would require certain buildings to pay a prevailing wage to all building service workers in order to be eligible for this condo abatement. It is unknown at this time if unit owners will have acquired their ownership interests at a point in time by which they will be eligible to apply for this abatement or if this law will be reenacted. The residential unit owners will not qualify for the abatement unless a prevailing wage is paid to all service workers who are employed at the property for 8 hours or more per week. The building must file an affidavit prepared by the Department of Finance stating whether or not they are eligible for this condo abatement. Therefore, in predicting the taxes on this building we have not given any consideration to this tax benefit. Unit owners are advised to beware of various filing deadlines that may be included in the renewed law as well as possible changes in the level of abatement and eligibility.

We caution you that it is likely that there may not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the

assessed value is made and becomes effective. You should explain in your offering plan how taxes are to be allocated among unit owners prior to the apportionment of the tax lots which may be substantially different than the numbers set forth herein.

Predicated upon the foregoing, it is our estimate that the total taxable assessed value for the residential units for the initial budget year of January 1, 2025 through December 31, 2025 will be $4,500,000 and for the first post construction tax year of 2025/2026, the assessed value of the residential units will be $6,500,000. It is our estimate that the total taxable assessed value for the commercial retail units for the initial budget year of July 1, 2024 through June 30 2025 will be $350,000 and for the first post construction tax year of 2025/2026, the assessed value of the retail units will be $450,000.

Therefore, assuming the tax rates remain at the same level as currently set, we make the following estimates of the real estate taxes prior to any abatements or exemptions for the initial budget year January 1, 2025 through December 31, 2025 and the post construction tax year of July 1, 2025 through June 30, 2026.

RESIDENTIAL UNIT

January 1, 2025 through June 30, 2025 (6 months of the 2024/2025 Tax Year)

Assessed Value	Tax Rate	Tax (6 Months)
$3,500,000	12.267%	$214,673

July 1, 2025 through December 31, 2025 (6 months of the 2025/2026 Tax Year)

Assessed Value	Tax Rate	Tax (6 months)
$6,500,000	12.267%	$398,678

COMMERCIAL RETAIL UNITS

January 1, 2025 through June 30, 2025 (6 months of the 2024/2025 Tax Year)

Assessed Value	Tax Rate	Tax
$250,000	10.646%	$26,615

July 1, 2025 through December 31, 2025 (6 months of the 2025/2026 Tax Year)

Assessed Value	Tax Rate	Tax (6 months)
$450,000	10.646%	$47,907

Estimated Initial Residential Budget Year Tax	$613,351
Estimated Post Construction Residential Tax Year Tax	$797,356
Estimated Initial Commercial Budget Year Tax	$74,522
Estimated Post Construction Commercial Tax Year Tax	$95,814

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

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

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

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

Very truly yours,

Korngold Powers LLP
Paul J. Korngold
By: Paul J. Korngold

XXV. RESERVE FUND

The Condominium budget includes a Reserve Fund line item to be used for future major capital improvements of the Condominium. Sponsor engaged Strategic Inspections located at 45 West 34th Street, Suite 1001, New York, New York 10001 to prepare a Reserve Study to provide an estimate of the annual amount to be deposited by the Condominium towards the Reserve Fund to be used for future repair and replacement of the General Common Elements and General Residential Units' Limited Common Elements. The Reserve Fund is to be funded by the Reserve Fund line item in the budget and by each Purchaser making a payment at the Closing of their Residential Unit equal to one (1) month of Common Charges to be deposited into the Reserve Fund. The Reserve Fund is to be funded entirely by the Residential Unit Owners and not the Commercial Unit Owner. The Reserve Fund contribution will also be payable to the Condominium by a purchaser of a resale of a Residential Unit. Purchasers should note that the Reserve Fund line item contained in the proposed budget of the Condominium for the first (1st) year of operation of the Condominium will likely increase as more Residential Units are sold and close. In view of the fact the Condominium will be new construction it is not anticipated that there should be any major capital repairs or replacements during the first five (5) years of operation of the Condominium. No representation is made that the Reserve Fund line item will be adequate for future expenses including repairs or replacements of Common Elements during the first five (5) years of the Condominium. If additional funds are required over and above said funds, it may be necessary to increase the Common Charges payable by the Residential Unit Owners, collect a Special Assessment from each Unit Owner or borrow money for such purposes.

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

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the reserve fund.

Article VI, Section 3 of the By-Laws authorizes the establishment of a Reserve Fund.

Article III, Section 7 of the By-Laws authorizes the Board of Managers to borrow money on behalf of the Condominium when required in connection with needed capital expenditures such as repair or replacement of Building components or systems or to remedy major Building defects, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Residential Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Residential Unit. No representation is made by the Sponsor as to the availability or cost of such financing. In the event the Condominium is unable to borrow the money, the Board of Managers may be required to assess each Residential Unit Owner for its applicable pro-rata share of the cost of the needed capital expenditure.

XXVI. WORKING CAPITAL FUND

At Closing, the Sponsor will collect the equivalent of one (1) month of Common Charges from each Purchaser to be paid to the Condominium as initial Working Capital. The working capital contribution is also payable to the Condominium by the resale purchaser of a Residential Unit upon such resale. While Sponsor is in control of the Board of Managers of the Condominium the Working Capital funds may be used to reduce the Common Charges. The Working Capital fund may also be utilized to reimburse Sponsor for prepaid expenses of the Condominium. The only budgetary item that might require a substantial credit to the Sponsor would be the insurance disclosed in Schedule B. The Sponsor does not anticipate that this will result in the issuance of a promissory note to the Sponsor. In the event the Sponsor does issue a promissory note, Sponsor will disclose the terms of the promissory note by an Amendment to the Offering Plan. At such time as the Sponsor relinquishes control of the Board of Managers any remaining balance of the Working Capital fund will be turned over to the Board of Managers.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of such funds.

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XXVII. MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

The Board of Managers (the "Board") of the Condominium ("the Owner") will engage the services of Monarch Realty Group Holdings, LLC (the "Agent"), located at 19 West 34th Street, Suite 806, New York, New York 10001, to manage the Condominium Property (the "Property"). The Management Agreement (the "Agreement") shall become effective as of the closing of the First Residential Unit and shall continue until the 1st anniversary of the last day of the month in which the Commencement Date falls (the "Initial Term"). Thereafter, it shall automatically renew for one (1) year periods ("Renewal Period"). Upon each annual renewal, the contract price is to increase 3% from the previous years' management fee. At any time, Board may terminate the Agreement for cause, effective upon thirty (30) days prior written notice, which notice shall state the reason for cause and provide Agent with a reasonable opportunity to cure, as applicable. At any time after the Initial Term, Agent may terminate the Agreement with or without cause, effective as of the end of any calendar month upon not less than sixty (60) days' previous notice to the Board, except in the event of non-payment by the Board of any fees to Agent, in which case Agent may terminate the Agreement immediately.

1. Pursuant to the terms of the Agreement, the Agent's services shall include but not be limited to the following:

(a) Agent shall employ, contract for and supervise such persons as needed (which person or persons may be employed, retained or contracted for on a part-time or full-time basis) or assist the Board in engaging as independent contractors or employees working on behalf of the Board such persons, firms or companies necessary to maintain and operate the Property, according to Agent's reasonable judgment, the budget of the Board and the directives of the Board. All personnel employed or retained by Agent shall be Agent's employees, agents, or contractors. Under no circumstances shall Agent or an employee of Agent be designated to serve as the Board's representative in any contract. The agent shall provide routine supervision of all persons necessary to be employed or retained in order to properly maintain and operate the Property (the "Building Services Employees"), who shall be the Agent's employees or contractors. All interviews, wage discussions, and decision on hiring is to be at the discretion of the Agent.

(b) Through the use of the Building Services Employees and third-party contractors retained on behalf of the Board, assist the Board in the routine maintenance and repair the Property as the Board directs, subject only to the limitations contained in the Agreement. Such maintenance and repairs shall be limited to the common area elements and any specific areas within the Property required to be maintained by the Board under the Governing Documents or the Agreement as applicable. Agent is not responsible for

any repairs or maintenance to the interior of any Units unless otherwise provided in the Agreement or authorized by the Board to do so. Ordinary non-emergency repairs or maintenance involving an expenditure of more than $3,000 for any one item or job, which is not part of a budget previously approved by the Board, shall be made only with the approval of the Board. Anything under said amount is approved by Board, provided Agent uses its best judgement in expending same. Based on regular inspections, Agent will make recommendations to the Board regarding maintenance and repair of the Property but said provision of the Agreement shall not be deemed to shift liability to third parties for the maintenance and repair of the Property from Board to Agent. Agent is not responsible to detect or uncover potentially dangerous conditions, construction defects, environmental or hazardous materials issues, water intrusions, mold, fungus or spores, or other defects nor will Agent be held liable to any third parties by virtue of its position as Agent. Should there be a need to inspect items related to the Property, other than of a general nature, such inspections are beyond the expertise of the Agent and beyond the scope of the duties of Agent under the Agreement. The Agent may recommend certain other consultants or professionals or contractors to perform such inspections, but Agent makes no representations or warranties with regard to same and the Board shall contract directly with such third parties.

In the case of an emergency, the Agent, on behalf of the Board, has the authority to expend reasonable amounts to alleviate the emergency without prior approval of the Board, but shall promptly notify Board as soon as reasonably practicable. An emergency is defined as any condition involving: manifest danger to life or property; a risk to the preservation and safety of the Property or of occupants; or threat of the suspension of necessary services to the Property. If reasonably feasible given the nature of the emergency, the Agent shall confer with the Board regarding emergency expenditures.

Any capital improvement, repairs (other than routine repairs), maintenance (other than routine maintenance) or extensive reconstruction or rehabilitation of the Property, including after a natural disaster, shall be considered a “Major Project”. Agent shall bear no responsibility under the Agreement relative to a Major Project beyond advising the Board and facilitating the procurement of contracts relative to such work on the Board’s behalf unless, if desired by the Board, and upon the agreement of the Board and Agent in a separate written document, the Board engages Agent to provide additional services with respect to a Major Project. Agent shall not be required to perform project management responsibilities for a Major Project as part of the basic services or in the fees provided under the Agreement. Absent a written agreement related to services on a Major Project, any actions by Agent to assist the Board in such Major Project shall be done at the Board’s risk and shall not be deemed an acceptance of any

responsibility for the Major Project or any portion of the Major Project, nor an acceptance of any liability for the Major Project.

(c) Subject to Section 1(b) above, recommend and, with the approval of the Board, cause all such acts and things to be done in or about the Property as shall be necessary or desirable to comply with any laws, statutes, ordinances, rules, regulations, orders or violations affecting the Property, as a result of any action by any federal, state, or municipal authority having jurisdiction thereover, or any order of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body (collectively, the "Laws"). If failure promptly to comply with the Laws would or might expose the Board or Agent to civil or criminal liability, Agent shall use its best effort to obtain Board's prior consent, but if impracticable, has the authority to expend reasonable amounts as necessary to prevent liability without prior approval of the Board, and shall promptly notify Board as soon as reasonably practicable thereafter. In order to obtain prompt notice of actions of the Department of Buildings and other New York City agencies that post information on public web sites, Agent has engaged a service to deliver all such notices related to properties it manages to Agent on a continuous basis. The cost of this service will be billed to the Board at the rate negotiated by the Agent for its managed properties. The Board shall be responsible for the cost of complying with any order that may be issued in respect of the Property.

Agent shall perform the services necessary to comply with the Laws related to annual and other regulatory compliance related to the Property, including window guard, fire safety and lead based paint notices (the "Annual Safety Notices"). If the Property is eligible for what is commonly known as the Coop/Condo Tax Abatement, Agent shall provide the services reasonably necessary to maintain the Property's eligibility for such Abatement and to assist Unit Owners to be eligible, as applicable. The Board shall pay the Agent a fee for these services as set forth in Schedule A. Agent, at its expense, may engage an outside service to assist in the compliance with Annual Safety Notices.

Notwithstanding anything contained in the Agreement to the contrary, in no event shall Agent be liable for the failure of the Board, the unit Residential Unit Owners and occupants of units to comply with all such laws, statutes, ordinances and rules of governmental authorities and the Governing Documents of the Condominium and applicable rules and regulations of the Property. Notwithstanding anything to the contrary contained in the Agreement, Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Board regarding the interpretation or application of law.

(d) Subject to the direction of the Board and the Board's budget, Agent shall solicit, analyze and negotiate contracts on behalf of the Board, as needed, for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property. All contracts shall be approved and executed by the Board. The Agent is acting solely as an agent for the Board and, accordingly, any expenses or liabilities incurred by Agent under the Agreement, whether in its name or that of the Board, shall be the sole obligation of the Board and not that of Agent. Neither Agent nor any of its partners, members, stockholders, officers, directors, employees, servants or agents shall be personally liable in any fashion for any contract made in compliance with the provisions of the Agreement. The Board shall defend, indemnify and hold Agent harmless from any such liability and shall procure contractual liability insurance covering this obligation.

(e) Purchase, as needed, on behalf of the Board, all supplies and materials as may be necessary or desirable for the maintenance, upkeep, repair, replacement and preservation of the Property. Such purchases shall be made in the name of the Board. Any such purchases in excess of Three Thousand Dollars ($3,000.00) shall be subject to the prior consent of the Board unless provided for in an approved budget of the Board.

(f) If requested by the Board, through an insurance broker selected by the Board, an Agent will assist the Board in procuring insurance policies Board may elect to maintain relative to the Property. The agent shall notify the Board and the Board's insurance broker of any insurance claim for losses sustained by the Board at the Property promptly after Agent becomes aware of such claim. Agent shall assist in investigating each such claim and making all relevant records and information available to the insurance carrier and/or any public adjuster or other party authorized by the Board to act on its behalf to negotiate such insurance claims with the insurance carrier. Agent shall not negotiate the settlement of any insurance claim as part of its services under the Agreement.

(g) Review and process all invoices received by Agent for services, work, and goods ordered in connection with maintaining and operating the Property. Agent shall pay or cause to be paid all such bills determined by Agent to be properly due and payable. Such payments will include, but not be limited to, payroll, payroll taxes, union dues, ground rent (if any), mortgage interest, mortgage amortization, water charges, sewer rent, assessments, real estate taxes, utilities, insurance premiums, monthly contracted charges, corporate income taxes, and governmental charges assessed against the Board or the Property as and when the same shall become due and payable, provided that the Operating Account (as hereinafter defined) has sufficient funds to meet such obligations. The Board shall authorize the Agent to approve invoices for payment and shall provide Agent with

authority for signing such that Agent may issue payments for payables on Board's behalf.

(h) In a timely manner, bill or cause to be billed, Unit Boards, Residential Unit Owners, tenants and sub-tenants of the Property for common charges, rent, or other charges. Agent shall use commercially reasonable efforts to collect such common charges, rent and other charges.

If the Board has bulk or master billing for electric and/or cable television/internet/telephone services, Agent shall perform the services necessary (the "pass through services") to coordinate the accurate and timely billing of the charges, to respond to questions regarding the accuracy of such bills, and to reconcile the master billing with the amounts billed. If the Agent provides these services, the Board shall pay Agent a fee for the pass-through services. If requested by the Board, the Agent shall bill each Unit Owner, tenant or sub-tenant for the pass-through services.

(i) Consider and attend to complaints of the Unit Owners and lawful tenants, subtenants and occupants at the Property. If the Agent deem any such complaint unreasonable or Agent is unable to resolve a complaint, it shall advise the Board of the complaint and the reason Agent considers the complaint is unreasonable or Agent is unable to resolve it. Agent shall maintain a log of all material complaints, which shall be available to the Board upon request.

(j) Cause to be prepared and filed the forms for unemployment insurance, withholding, and social security taxes and all other tax and other forms of federal, state, or municipal authorities relating to employment of the Building Services Employees, if applicable, and maintenance and operation of the Property.

(k) Not later than the twentieth (20th) day of each month, prepare and deliver to the Board monthly financial reports detailing the amounts collected during the previous month and disbursements made on behalf of, and for the account of, the Board, in the standard form used by Agent for reporting to Boards/boards of Agent's managed properties. Such monthly financial reports shall be distributed electronically. The Board shall review these monthly financial reports each month.

(l) Maintain a set of the Board's files and records relating to the Property and its operation (the "Records").

(m) An annual compilation, review or audit of the financial records shall be made by an independent certified public accountant employed by, and at the cost, expense and approval of the Board and at such times as determined by the Board. For extraordinary or repeated records inspection requests, Agent

may charge the Board a reasonable administrative fee for the time required to produce documents for inspection by Board and for the time of a representative of Agent to oversee the inspection.

(n) Cooperate with the Board's accountants in their preparation and filing of the Board's federal, state, city, and any other income and other tax returns required by any governmental authority.

(o) Each year assist the Board in preparing an operating budget. The budget will set forth the anticipated income and expenses for the Board for the ensuing year, a comparison of such budget to the income and expenses of the preceding and current years, and any reasonably required explanations with respect thereto.

(p) Coordinate through the Building Services Employees the scheduling of the moving in and out of Unit Owners, tenants, and sub-tenants so that there will be a minimum of disturbance to the operation of the Property and of inconvenience to other Unit Owners, tenants, or sub-tenants.

q) Cooperate with the Board's tax certiorari attorney in ascertaining the tentative assessed valuations of the Property. Agent shall notify the Board of such assessments and coordinate filing an application for correction of the assessed valuation with the Tax Commission of the City of New York as prepared by the tax certiorari attorney. If the Board has not retained an attorney for such purpose, with the Board's written approval, and at the Board's expense, Agent shall retain an attorney to represent the Board, to prepare such application (with Agent's cooperation) and file such application.

(r) Arrange a suitable place at its offices or elsewhere for meetings of the Board and for annual and special meetings of Unit Owners; and send notices to managers and/or Unit Owners in advance of such meetings. Agent shall prepare an agenda and attend one meeting of the Board each month and the annual meeting of the Unit Owners, provided that such meetings are held at reasonable times (and end by 9:00 p.m.) and reasonable advance notice of the meetings is given to Agent. Attendance at meetings of the Board by the Property Manager or other executive of Agent may be via teleconference Agent shall maintain a record of the minutes of such meetings, which shall be prepared by a representative of Board unless Agent is specifically directed to do so by the Board, in which case the Property Manager shall prepare the minutes. It is the Agent's policy to bring such administrative assistants, as in Agent's reasonable judgment, are necessary to adequately run any annual or special meeting of Unit Owners. The Board shall reimburse the Agent for reasonable costs related to the administrative assistant's attendance at such annual and special meetings.

(s) Accept applications and references from all prospective Residential Unit Owners and tenants of Residential Unit Owners seeking to purchase or lease a Residential Unit. As part of that application process, Agent shall (i) obtain a basic consumer report relating to each such prospective Residential Unit Owner, tenant, and other proposed adult occupants; (ii) obtain from Residential Unit Owners proposing to sell their Residential Unit ("Apartment Sale") such record searches as the Board may require and (iii) submit same to the Board. Such service shall include collecting and organizing of all necessary documents required to be reviewed by the Board and the scheduling of interviews. Agent shall cooperate with the Board's legal counsel when required. Upon approval of any Apartment Sale (or waiver of the Board's right of first refusal), Agent shall act as the Board's representative at the closing of the Apartment Sale and shall deliver the Board's waiver of its right of first refusal (if provided by the Board) and any other documents required to be delivered and cause to be provided timely proper documentation of the transfer and the payment of any outstanding charges.

(t) Coordinate through the Building Services Employees the scheduling of the moving in and out of Unit Owners, tenants, and sub-tenants so that there will be a minimum of disturbance to the operation of the Property and of inconvenience to other Unit Owners, tenants, or sub-tenants.

(u) Accept applications from Residential Unit Owners to perform alterations to their Residential Units. Agent shall (i) obtain copies of the plans for the alterations; (ii) if directed by Board, and at the expense of the Residential Unit Owner, engage an architect, engineer, or other professional to review the plans on behalf of Board, provide recommendations on feasibility of such plans, and supervise the work for conformance to the approved plans; (iii) obtain a signed alteration agreement on a form approved by Board; (iv) submit completed applications to Board for review; and (v) if Board consents to an alteration, coordinate the work through the Building Services Employees with the Residential Unit Owner so that there will be a minimum of disturbance to the operation of the Property and inconvenience to other Unit Owners, tenants, or sub-tenants. shall not be responsible for supervising the alterations by the Residential Unit Owner or for verifying that the alterations are performed in accordance with the plans approved by the Board or in accordance with applicable building codes or other applicable laws. Pursuant to the Agreement, the Board authorizes Agent to charge Residential Unit Owners a fee for processing such applications. For the purposes of the Agreement, a major alteration is any alteration that requires a building permit to perform the work contemplated by the alteration. All other alterations shall be regular alterations. Work in a Residential Unit that involves painting, installation of wallpaper or carpet, and other such work that does not require Board consent shall be considered decorations.

2. Agent shall also receive the following additional fees; which fees shall be payable to Agent by each Residential Unit Owner and/or by each applicant submitting applications or requesting assistance of Agent:

Unit Owner Purchase or Applicant Fees

Consumer Credit Report (per person if applicable)	$75
Processing of Lease or Purchase Application	$495
Processing of Lease Renewal	$100
Accounting Software License Fee (per unit/per mo.)	$4
Attending Closings on Behalf of Board	$250 per closing
Witness Appearance/Document Preparation	$85/hour (principal rate) $250/hour (associate rate)
Procure Mortgage (or Capital Improvement Loan)	0.5% of loan amount
Associate Project Manager	$85/hour
Senior Project Manager	$150/hour
Insufficient Funds Fees	At Cost
Condo Questionnaire	$125
Replacement Offering Plan	$150
Board Minutes (if requested)	$125
Postage, Mail, Copies, Courier, Fed-Ex, etc.	At Cost
Sexual Harassment Training for Employees	$100/employee/year
Window Guard Notices	$6/apartment
Building Compliance (per tax id number per month)	$45
Tax Abatement Credits (per apartment)	$8
Annual Bed Bug & other Local Law Applicable Filings	$10/apartment

Said fees are subject to change during the initial term or renewal of the Agreement:

3. Indemnification:

(a) The Board shall indemnify Agent against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon Agent in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which Agent may be a party or in which it may become involved by reason of being or having been the Agent, or in which it shall become involved by reason of Agent's acts committed at the direction of the Board whether or not this Contract shall be in effect at the time such expenses are incurred; provided such indemnification shall not extend to any action, suit, or other proceeding arising in connection with any gross negligence, willful misconduct, or bad faith of Agent (provided, however, any wrongful acts committed at the express direction of the Agent shall not be considered gross negligence, willful misconduct, or bad faith of Agent for purposes of this subparagraph). As a condition to this indemnity, Agent shall provide the Board with prompt notice

of any claim, demand, loss, or action against Agent by reason of which the Board shall have liability to Agent under this indemnity.

(b) Agent shall indemnify and hold the Board harmless from, and Agent shall defend promptly and diligently, at the sole expense of Agent any claim, action or proceeding against the Board, or the agents of the Board, which arises out of or in connection with the gross negligence, willful misconduct, or bad faith of Agent (provided, however, any wrongful acts committed at the express direction of the Board shall not be considered gross negligence, willful misconduct, or bad faith of Agent for purposes of this subparagraph), unless covered by the Board's liability insurance, provided, further, any acts committed at the express direction of the Board shall not be subject to such indemnification and hold harmless. As a condition to this indemnity, the Board shall provide Agent with prompt notice of any claim, demand, loss, or action against the Board by reason of which Agent shall have liability to Board under this indemnity.

4. Affiliation:

The Managing Agent is not affiliated with the Sponsor and does not have any financial interest in the Property except for its management fees for managing the Condominium.

A copy of the full Management Agreement is available upon request at the site**.**

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XXVIII. IDENTITY OF PARTIES

Sponsor

The Co-Sponsors of the Condominium are Flat LG LLC, Elem 340 LLC and RC Flatbush LLC, each a New York limited liability company, with an address at 1481 47th Street, Brooklyn, New York 11219. The principals of the co-sponsors and managers of each company are David Marom with an address at 53 Broadway, Brooklyn, New York 11249 and Abraham Leser with the same business address as the Sponsor herein.

Mr. Marom has been involved in the building industry since 1983 and has built both residential and commercial developments in the Northeast. He was a principal of the Sponsor of Marmil Plaza Office Condominium located in Hauppauge, New York; Smithtown Professional Office Park II Condominium located in Smithtown, New York; Spur Cove Home Owners Association located in East Islip, New York, Old Westbury Home Owners Association, Westbury, New York; Villas at the Horizon Condominium located in Wading River, Town of Riverhead, New York; Horizon at Jericho HOA located in Jericho, New York, the Horizon at Westbury Condominium located in Westbury, New York , Novo 64 Condominium located in Queens, New York, Monarch at Ridge Hill Condominium I located in the City of Yonkers, New York, 100 Norfolk Street Condominium located in New York, New York, The Nevins Condominium located in Brooklyn, New York, The 251 1st Street Condominium located in Brooklyn, New York, 308 North 7th Street Condominium located in Brooklyn, New York, Horizon at Webster Condominium located in Brooklyn, New York, 61 Rivington Condominium located in New York, New York and Hancock and Jefferson Condominium located in Brooklyn, New York.

Mr. Leser is the founding member of the Leser Group, which has been involved in real estate development and management since 1973. Said firm has developed more than 30 projects including five million square feet of commercial, office and residential properties in the metropolitan area. A representative list of developments includes the following: 13 & 53rd; 100 Beard Street; 419 Van Brunt; North Henderson; 195 Montague; 1083 McDonald; 1440 Story; 7300 Frankford; Bluegrass Realty; Bouck GS; Center in the Park; Church Avenue; Clinton Associates; Danza; Fleet Center; Fulton View Realty; G&G; Hamilton GS Realty; Market BD; McDonald Center; NUGS Realty; Pearl Residential Co.; Rockaway Parkway; Sunset LG; Sunset Neighbor; TLG Fulton; Verbena; Independence; 111 Livingston; 1566 61; 2025/Seeward; Horizon PH; 40 Broad; Norden; Norden DC; Hempstead; and Chestnut Realty.

Mr. Leser was also a principal of the Sponsor of The 1570-60th Street Condominium located in Brooklyn, New York; The 1574 6th Street Condominium located in Brooklyn, New York, The 1578 60th Street Condominium located in Brooklyn, New York; The 6004 16th Avenue Condominium located in Brooklyn, New York; The 6010 16th Avenue Condominium located in Brooklyn, New York; The 6014 16th Avenue Condominium located in Brooklyn, New York; The 6020 16th Avenue Condominium located in Brooklyn, New York; The 1566 47th Street Condominium located in Brooklyn, New York; Monticello Resort Condominiums located in Monticello, New York; The 1555 61st Street Condominium located in Brooklyn, New York; The 1559 61st Street

Condominium located in Brooklyn, New York; the 1563 61st Street Condominium, located in Brooklyn, New York; The 1567 61st Street Condominium located in Brooklyn, New York; The 1571 61st Street Condominium located in Brooklyn, New York; and The 1575 61st Street Condominium located in Brooklyn, New York.

Neither the Co-Sponsors nor any of their principals have any prior felony convictions or have any prior bankruptcies, convictions, injunctions or judgments that may be material to the Offering Plan or to an offering of securities generally and that occurred within the 15 years prior to the submission of the proposed Offering Plan.

Neither of the Co-Sponsors own 10% or more of any unsold units in any other condominium, cooperative or homeowner association. David Marom is a principal of the Sponsor, which currently owns more than ten (10%) percent of the unsold units in Horizon at Hancock and Jefferson Condominium. Abraham Leser owns more than ten (10%) percent of the unsold units in The 1555 61st Street Condominium, The 1559 61st Street Condominium, The 1563 61st Street Condominium, The 1571 61st Street Condominium and The 1575 61st Street Condominium. The Sponsors of said developments are current in their obligations to the respective Condominium and have been so for the past twelve (12) months.

Selling Agent

The firm of Douglas Elliman Real Estate, 575 Madison Avenue, 4th Floor, New York, New York 10022 has been engaged by the Sponsor to be the exclusive Selling Agent. The firm is duly licensed under the laws of the State of New York as a real estate broker and is experienced in the sale of cooperatives and condominiums in the Metropolitan Area. Said company is not affiliated with the Sponsor. Current developments that Douglas Elliman is acting as the Selling Agent include the following: The XI, 76 Eleventh Avenue, Chelsea, New York, New York 10011, Madison House, 15 East 30th Street, Nomad, New York, New York 10016, 108 Leonard, 108 Leonard, Tribeca, New York, New York 10013, 565 Broome SoHo, 565 Broome Street, Hudson, New York, New York 10013 and 40 Bleecker, 40 Bleecker Street, NOHO, New York, New York 10012.

Neither the Selling Agent nor any of its principals have any prior felony conviction. Neither the Selling Agent nor any of its principals have any prior bankruptcies, convictions, injunctions, or judgments that may be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of the proposed Offering Plan.

Neither the Selling Agent nor any of its principals have any prior felony convictions. Neither the Selling Agent nor any of its principals have any prior bankruptcies, convictions, injunctions or judgments that may be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of the proposed Offering Plan.

Managing Agent

The Managing Agent is Monarch Realty Group Holdings, LLC, 244 Water Street, Brooklyn, New York 11201. Said company is not affiliated with the Sponsor.

The Managing Agent was formed in 2019 and currently manages 37 properties, 22 of which are Condominiums including: Etage, 176 East 82nd Street, New York, New York 10028; 60 West 111th Street, New York, New York 10026; Museum House, 805 Washington Avenue Brooklyn NY 11238 and Luna, 229 9th Street, Brooklyn, New York 11215; 251 W 14th Street, 350 Butler Condominium, 475 Washington Avenue Condominium, 5-25 47th Road, 510 Driggs Condominium, 359 2nd Avenue Condominium, 169 Huron Condominium, 22 Renwick Street Condominium, 58 Saint Marks Place Condominium, 61 Rivington Condominium, 398 East 2nd Street Condominium, 318 East 81st Street Condominium, 41 Wyckoff Condominium, 145 President Street Condominium, 10 Paterson Condominium, 165 Lexington Avenue Condominium, 19 Park Place Condominium, 10 Lenox Avenue Condominium, 906 Prospect Place Condominium, Bowery 260 Condominium, 550 Metropolitan Avenue Condominium, 186 Huron Condominium, 533 Pacific Condominium and 199 Conover Street Condominium.

Neither the Managing Agent nor any of its principals have any prior felony convictions. Neither the Managing Agent nor any of its principals have any prior bankruptcies, convictions, injunctions, or judgments that may be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of the proposed Offering Plan.

Attorneys

Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, East Meadow, New York 11554, counsel of the Sponsor, have been selected by the Sponsor to initially represent the Condominium in connection with all legal matters' incident to the operation and management of the Condominium. No legal fee will be charged for such representation except for work actually performed after the formation of the Condominium. The Condominium can, at any time, choose to select different attorneys to represent it.

All legal matters in connection with the establishment of the Condominium and the preparation of this Offering Plan have been passed upon for the Sponsor by Certilman Balin Adler & Hyman, LLP. The individual partner in said firm responsible for said work is Richard Herzbach, Esq.

Korngold Powers LLP, Counselors at Law with offices located at 60 East 42nd Street, Suite 4600, New York, New York 10165 prepared the tax opinion letter contained in Section XXIV of the Offering Plan.

The law firm of Schmitt Law Group, P.C., with an address at 865 Merrick Avenue, Suite 180N, Westbury, New York 11590 and telephone number of (516) 387-4786, will represent the Sponsor in connection with the individual Unit Closings and will also act as the Escrow Agent as described in Section XIII of the Offering Plan.

None of the aforementioned firms has any financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for their fee for services rendered in connection with the Condominium.

Architect

The architectural firm which prepared the report in Part II and which executed the Certification in Part II is Fischer + Makooi Architects, PLLC, with offices located at 259 West 30th Street, Suite 401, New York, New York 10001. The architect has no financial interest in the Property, the Sponsor, the Condominium, or any other party involved in this transaction, except for its fee for services rendered in connection with the Condominium. The architectural firm has had prior experience in the preparation of plans and specifications for other condominiums in the Metropolitan area. A representative list of projects prepared by the Architect are as follows:

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XXIX. DOCUMENTS ON FILE

Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all Schedules submitted to the Department of Law in connection with the filing of the Plan, on file and available for inspection without charge and copying at a reasonable charge at Sponsor's office for six years from the date of first Closing. The Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of the Closing of the first Unit.

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XXX. GENERAL

Pending Litigation

As of the date of this Offering Plan, there is no litigation or administrative proceedings pending against the Condominium or the Sponsor or any other party which would affect their ability to perform their obligations relating to this offering, or which would in any way affect this offering.

Prior Offerings

This property has not been the subject of any prior public offering except that this project was market tested pursuant to Cooperative Policy Statement No. 1 issued by the Attorney General's Office of the State of New York. No contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Units being offered for sale in the Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Units, prior to submission of the Plan to the Department of Law. The property forming the Condominium is vacant land and therefore, there are no residential or non-residential tenants occupying the premises.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor represents that it will not discriminate against any person because of his or her race, creed, sex, sexual orientation, color, disability, marital status, national origin or ancestry in the sale of Residential Units or Commercial Unit under this Plan.

Amendment of Plan

The Plan may be amended at any time and from time to time provided that, if the amendment is a material and substantial modification of the Plan which adversely affects Purchasers, then anyone who has theretofore executed a Purchase Agreement shall be given not less than thirty (30) days after a copy of the duly filed amendment is mailed or otherwise delivered to them by written notice to the Sponsor to cancel the Purchase Agreement and to obtain a refund, in full, of the Deposit made therewith with interest, if any. No person has been authorized to make any representation which is not expressly contained herein. This Plan may not be changed or modified orally.

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XXXI. SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION

Sponsor adopts the Description of Property set forth in Part II of the Plan. Sponsor has no knowledge of any material defects or need for major repairs except as set forth in the Description of Property Report set forth in Part II of the Plan. Purchasers should be aware that they may be living in an active construction site after they close their Unit. During this period of construction there may be dirt and debris and construction material on site, construction vehicular traffic, construction noises, unfinished areas of the Development and other inconveniences which are normal in a community undergoing construction. It is anticipated that construction of the Condominium will be complete by January 1, 2025, subject to circumstances beyond Sponsor's control such as weather conditions, labor strikes, material shortages, acts of God, pandemic, and sales conditions.

FLAT LG LLC
ELEM 340 LLC
RC FLATBUSH LLC
Sponsor

Date of Offering Plan: , 2024
East Meadow, New York

O F F E R I N G S TA T E M E N T

609 2ND AVENUE CONDOMINIUM

609 2nd Avenue
New York, New York 10016

PART II

SCHEDULE D

PURCHASE AGREEMENT

PURCHASE AGREEMENT

Unit No. _____ **Date** _____

Storage Space No. _____

Anticipated Closing Date: _____

Seller: Flat LG LLC, Elem 340 LLC and RC Flatbush LLC

Address: 1481 47th Street, Brooklyn, New York 11219

Purchaser(s): _____

Address: _____

Telephone Number: _____

Email Address: _____

Purchaser's Attorney: _____
Attorney's Contact Information: _____
_____
_____
Phone:_____Fax: _____
Email:_____

Seller and Purchaser agree as follows:

1) The purchase price (the "Purchase Price") payable in connection with Purchaser's acquisition of the Unit is $_____, payable as follows:

Purchase Price for Residential Unit:	**$**
Storage Space License Expense*:	**$**
TOTAL PURCHASE PRICE + LICENSE EXPENSE(S):	**$**

*All Licenses pursuant to separate License Agreement

PAYABLE AS FOLLOWS:

On the signing of this Purchase Agreement, _____% of the Total Purchase Price + License Expenses(s) ("Deposit") to be deposited with Escrow Agent (hereinafter defined) by check subject to collection or wire	**$**
Purchaser's certified or teller's check (drawn on a bank that is a member of the New York Clearinghouse) or wire payable directly to the order of Seller or Seller 's designee on the Closing of Title	**$**
TOTAL	**$**

Any payment made by check is accepted subject to collection. If any check tendered is not honored, Purchaser shall deliver a bank cashier's check to Seller to replace the dishonored check within seventy-two (72) hours after demand for replacement therefor.

Notwithstanding the foregoing, if for any reason whatsoever the check given by Purchaser as the Deposit hereunder is dishonored, Seller shall have the right to cancel this Purchase Agreement. Seller's election to cancel shall not be deemed a waiver by Seller of its right to pursue other remedies at law or in equity.

ALL PAYMENTS DUE AT CLOSING IN ACCORDANCE WITH THIS PURCHASE AGREEMENT MUST BE MADE AT SELLER'S OPTION BY WIRE OR OFFICIAL BANK TELLER'S CHECK DRAWN ON A NEW YORK CLEARINGHOUSE BANK PAYABLE DIRECTLY TO SELLER OR SELLER'S DESIGNEE. IF PAYMENT SHALL BE MADE TO SELLER'S DESIGNEE, SELLER SHALL GIVE PURCHASER PRIOR INSTRUCTIONS. UNCERTIFIED CHECKS OF FUNDING COMPANIES, ATTORNEY ESCROW CHECKS AND CHECKS PAYABLE TO PURCHASER OR ANOTHER PARTY AND ENDORSED TO SELLER WILL NOT BE ACCEPTED AND TENDER OF SAME WILL NOT CONSTITUTE COMPLIANCE BY PURCHASER OF PURCHASER'S OBLIGATIONS HEREUNDER.

2) **DESCRIPTION OF UNIT** - Seller agrees to sell and convey, and at its own cost and expense erect and complete, and Purchaser shall purchase from Seller, the condominium unit(s) known as Unit No. _____ (the "Unit"), together with a _____ Percentage of Common Interest in the Common Elements of the condominium ("Common Elements") known as 609 2nd Avenue Condominium (the "Condominium"), located at 609 2nd Avenue, New York, New York 10016, and as described in the Declaration of Condominium recorded or to be recorded in the Office of the Register of the City of New York, New York County, built or to be built by Seller on property comprising the Condominium Map ("Property") filed or to be filed in the Office of the City Register of the City of New York, New York County. The Unit shall also have a Residential Unit's Residential Interest of _____. The Unit shall be constructed in accordance with the requirements as to materials and workmanship of the Building Department of the City of New York, which, when completed, will be in substantial accordance with the plans as filed or to be filed with the Building Department of the City of New York.

Purchaser is also entering into a License Agreement for Storage Space No. _____ at an additional Storage Space License Expense of $_____, for Purchaser's exclusive use pursuant to the Storage Space License Agreement set forth in the Offering Plan as Schedule M, to be signed at Closing. (STRIKE IF NOT APPLICABLE)

The Unit may vary from any models displayed to Purchaser, and Purchaser shall not rely on any model depiction of the units in the Condominium. All dimensions are approximate and may vary from the floor plans of the Condominium.

Except as otherwise expressly set forth in this Purchase Agreement, the Unit shall not include any of the following if displayed in any unit or model unit: decorative fixtures, furniture, furnishings, paint, wallpaper, carpeting, shelves, wall and window treatments, built-ins, burglar alarm systems, site lighting, central vacuum systems, high-hat lighting, additional fixtures and switches added for decorative purposes and other optional fixtures or features exhibited in any model units and/or any sales office.

3) **OFFERING PLAN** - Seller has exhibited and delivered to Purchaser, and Purchaser acknowledges having received, read and understood the Offering Plan for condominium ownership of the Property and all amendments thereto filed to date, all of which are incorporated by reference and made a part of this Purchase Agreement, with the same force and effect as if fully set forth herein. Purchaser agrees to be bound by the Offering Plan, including all amendments thereto now or hereafter filed by Seller (collectively, the "Plan"). Seller may freely amend the Plan in any respect from time to time, without Purchaser's approval or consent. Purchaser acknowledges having received and read the Plan at least three (3) business days prior to signing this Purchase Agreement and having had full opportunity to examine all papers and documents and investigate all matters set forth in the Plan. Any defined term set forth in this Purchase Agreement which is not specifically defined herein shall have the meaning ascribed to them in the Plan.

Purchaser shall deliver all documents to Seller and perform all acts required by Seller to carry out the provisions of the Plan, establish the Condominium and conform to all applicable laws and regulations. This Paragraph shall survive Closing (hereinafter defined) and delivery of the deed.

4) **MORTGAGE FINANCING** - This Purchase Agreement is not conditioned upon Purchaser obtaining mortgage financing. In the event Purchaser is unable to obtain a mortgage, this Purchase Agreement shall remain in full force and effect and Purchaser shall have an ongoing obligation to consummate the transaction. If Purchaser does not consummate this transaction and close title to the Unit as a result of Purchaser's inability to obtain a mortgage, Purchaser will be in default under this Purchase Agreement and Seller may retain all monies as provided for in Paragraph 20 herein.

5) **CLOSING -** The act of transferring ownership of the Unit in return for payment in full of the Purchase Price and all other sums due from Purchaser under this Purchase Agreement is known as the "Closing". The anticipated closing date set forth on the first page of this Purchase Agreement (the "Anticipated Closing Date") is an approximate date and Seller cannot make any guarantees that such date will be the actual date of closing (the "Closing Date"). Seller shall have the right to adjourn or advance such Closing Date as provided herein. The Closing shall take place at such time and place and on such date and time as Seller shall designate by prior written notice (the "Notice for Closing") delivered in accordance with Paragraph 28, which shall be given no less than fifteen (15) days before the date set for Closing. Purchaser may waive the fifteen (15) day notice period by execution and delivery of a waiver in the form set forth as Schedule D-3 annexed hereto and made a part hereof.

Should Seller be unable to convey title to Purchaser in accordance with the Notice for Closing, Seller shall have the right, from time to time, to adjourn the date and time for Closing on written notice to Purchaser. In such event, Seller shall, by a new Notice for Closing, fix a new date and time for Closing, which shall be no less than ten (10) days prior to the new scheduled date and time for Closing.

The Closing shall take place at the office of the Seller's attorney. If the Closing takes place, at the request of Purchaser at any location other than the office of Seller's attorney, Purchaser shall pay to Seller's attorney a travel fee in the sum of $750.00. The Closing may not take place in any location other than the office of Seller's attorney without Seller's prior written consent.

In the event the Closing is adjourned, with or without Seller's consent, at the request of Purchaser, Purchaser's attorney, Purchaser's lender, or attorney for Purchaser's lender, if any, within forty-eight (48) hours of the scheduled date and time of Closing, Purchaser shall pay Seller's attorney an adjournment fee in the sum of $750.00.

If Purchaser is not in default under this Purchase Agreement and the Closing has not taken place within twelve (12) months after the Anticipated Closing Date, either Seller or Purchaser may cancel this Purchase Agreement by sending a written notice of cancellation ("Notice of Cancellation") to the other no later than ten (10) days following the last day of such twelve (12) month period. Upon receipt of the Notice of Cancellation, Escrow Agent shall refund to Purchaser, subject to the escrow provisions as disclosed in Section XIII of the Plan and Paragraph 27 of this Purchase Agreement, all Deposits. Thereafter, neither party shall have any further liability or obligation to the other in connection with this Purchase Agreement. Failure to timely and properly notify Seller shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of this Purchase Agreement. In the event Seller shall be unable to convey title to the Unit within twenty-four (24) months of the Anticipated Closing Date through no fault of Purchaser, this Purchase Agreement shall be deemed null and void and Escrow Agent shall return all monies being held in escrow within thirty (30) days thereafter.

6) **CLOSING COSTS** - In addition to all other sums payable or reimbursable elsewhere under this Purchase Agreement, at Closing, Purchaser shall pay, or reimburse to Seller if Seller has already made payment, or pay to any lender, all applicable charges for:

(a) any lender's charges for inspections, appraisals, title examination and policy insuring the lender's interest, lender's attorneys' fees for preparation of all loan documents, all commitment fees, points, origination fees and other fees and charges (however characterized) imposed or exacted by the lender or incurred by Seller or Purchaser in connection with Purchaser's mortgage loan;
(b) any mortgage recording taxes on Purchaser's mortgage;
(c) governmental charges which may be assessed on account of any mortgage loan;

(d) mortgage insurance, if required, on Purchaser's mortgage;
(e) New York State real estate transfer tax;
(f) New York City real estate transfer tax;
(g) Mansion Tax pursuant to Section 1402-a and 1402-b of the Tax Law of the State of New York, if applicable;
(h) all recording and filing charges payable on account of the transfer of title and the recording of all documents in connection with this transaction, including, without limitation, any mortgage, the deed, any power of attorney (including the condominium unit power of attorney), affidavits required pursuant to Section 339-ee of the New York State Real Property Law, any documents required to be recorded in connection with Paragraph 7 and any mortgage releases, terminations and UCC-3s and any mortgage pick-up fee or similar fee that shall be imposed by Purchaser's title company in connection with the payoff and/or release of Seller's mortgages;
(i) in the event that any mortgage of Seller shall be assigned to Purchaser's lender and/or assumed by Purchaser at Closing, a sum equal to the partial mortgage tax credit to which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller;
(j) an initial non-reimbursable Working Capital contribution equal to the equivalent of one (1) month of Common Charges to the Condominium;
(k) an initial non-reimbursable Reserve Fund contribution equal to the equivalent of one (1) month of Common Charges to the Condominium.
(l) pro-rata share of Condominium Insurance;
(m) fee for completion of any Lender's Mortgage questionnaire;
(n) any other municipal and/or utility company fees applicable to the Unit;
(o) $3,000.00 to Seller's attorney for the preparation of the closing documents; and
(p) $250.00 to Seller's attorney for the preparation of the New York City "ACRIS" transfer documents.

Seller shall also be entitled to any other costs referenced in Section XVII of the Plan if not specifically contained herein.

Purchaser shall also apportion with Seller as of the end of the day prior to Closing, and pay to Seller at Closing, the apportioned amount due for taxes, Condominium Common Charges, 1-month advanced additional Common Charge, sewer use (if applicable), water use, fuel oil, electricity, gas and any other utility costs. Purchaser shall also pay the deposits required by Purchaser's lender to establish the estimated or escrow fund for future payments of taxes, Condominium Common Charges, sewer use and insurance premiums (if applicable). In the event the title company, with Seller's prior written consent, prepares the ACRIS, Purchaser shall pay the applicable fee of the title company. If through no fault of Seller, Purchaser fails for any reason to close title on the date originally scheduled in the Notice for Closing, or such later date (if applicable) to which Seller in a subsequent Notice for Closing adjourned the Closing, all of the aforementioned apportionments shall be made as of

the end of the day preceding (i) the date originally scheduled for Closing in the Notice for Closing or (ii) Seller's adjourned Closing Date, as the case may be.

If Purchaser fails to close title to the Unit on or before the date set forth in the Notice for Closing, Purchaser shall pay to Seller at or prior to the date of the actual adjourned Closing, an amount equal to .0438% per diem (which equals an annual rate of 16%) of the Purchase Price for each day beyond such originally scheduled or Seller adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Seller's carrying costs and other charges, which amount Purchaser acknowledges to be reasonable and proper.

In the event that on the Closing Date the real estate taxes have not yet been apportioned despite Seller's application for same, all unapportioned tax bill(s) due for the Unit have been or will be paid by Seller. At Closing, Purchaser shall pay to Seller Purchaser's pro-rata share of the unapportioned taxes from the Closing Date through the end of the applicable tax period paid by Seller. Purchaser hereby agrees that in the event that following the Closing Date any of the applicable taxes for the Premises remain unapportioned and Seller receives and pays such unapportioned tax bill(s) which include the taxes applicable to the Unit, Purchaser shall reimburse Seller for Purchaser's pro-rata share of such tax bill(s) promptly following receipt of written notice from Seller, which notice shall contain proof of payment of the relevant real estate tax and a calculation of the amount due by Purchaser. Purchaser hereby agrees that in the event any of the applicable taxes for the Unit remain unapportioned and Seller receives and pays any unapportioned tax bill(s) which cover the Premises in the future, Purchaser shall promptly reimburse Seller for Purchaser's pro-rata share of such tax bill(s) upon receipt of written notice from Seller, which notice shall contain proof of payment of the relevant real estate tax and a calculation of the amount due by Purchaser.

Any errors or omissions in computing apportionments or any other sums payable under this Paragraph which are communicated to the other party within six (6) months after Closing shall be corrected and payment made to the proper party promptly after such communication. This Paragraph shall survive Closing and delivery of the deed.

7) **SEVERANCE OF MORTGAGE -** Purchaser shall use its best efforts to direct Purchaser's lender (i) to accept an assignment of the existing mortgage(s) encumbering the Property, as severed, to encumber only the Unit and its appurtenant percentage of Common Interest in the Common Elements, and (ii) to cooperate with Seller and Seller's existing lender as necessary to effectuate such assignment. At Closing, Purchaser shall execute the affidavits required pursuant to Section 255 of the Tax Law of the State of New York. Seller shall receive, as a credit from Purchaser at Closing, a sum equal to the full mortgage tax credit which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller on the amount of Purchaser's mortgage. The foregoing credit shall be paid by Purchaser regardless of whether Purchaser's lender accepts the assignment of Seller's existing mortgage, as severed.

8) **MORTGAGE(S) -** All terms and provisions of this Purchase Agreement and all payments made hereunder are and shall be subject and subordinate to the lien of any acquisition, improvement, interim or building loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon, to the full extent thereof without the execution of any further documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments. Seller shall satisfy all such mortgages or obtain a release of the Unit and its appurtenant percentage of Common Interest in the Common Elements from the liens of such mortgage(s) at or prior to Closing, unless Purchaser shall be required to take title subject to the existing mortgage(s), as severed and assigned to Purchaser's individual mortgage encumbering the Unit.

9) **DEED AND ENCUMBRANCES UPON OWNERSHIP** - The deed to be given by Seller to Purchaser at Closing shall be a Bargain and Sale Deed with Covenants against Grantor's Acts, but subject, nevertheless, to the matters set forth in sub-paragraphs (a) through (g) below and any additional exceptions set forth in Section XVII of the Plan, as it may be amended, which need not be recited in the deed given at Closing, but shall survive Closing, and Seller's covenant in the deed against encumbrances shall be deemed modified accordingly. The deed shall be duly executed and acknowledged by Seller in proper statutory form for recording (except for payment of the New York State transfer tax, New York City transfer tax and New York State mansion tax, if applicable, which are all the obligation of Purchaser) so as to convey to Purchaser fee simple title to the Unit, free and clear of all liens and encumbrances, except as herein stated. The deed shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law of the State of New York. Purchaser shall accept such title to the Unit subject to the liens, encumbrances and other matters set forth in this Purchase Agreement, as Madison Title Agency (the "Title Company"), with offices located at 1125 Ocean Avenue, Lakewood, New Jersey 08701, telephone (732) 905-9400, as agent for a title underwriter authorized to do business in the State of New York, is willing to approve and insure without additional premium. Purchaser may obtain title insurance from any other title insurance company or abstract company, or Purchaser may decline to obtain any title insurance at all.

Purchaser shall be responsible for payment to the title insurance company or abstract company of the entire premium for Purchaser's title insurance and shall pay the applicable New York State transfer tax and New York City transfer tax and mansion tax, if applicable. Purchaser shall also be responsible for payment to the title company or abstract company of the entire cost of the premium of Purchaser's lender, if any, and all title charges relating to Purchaser's mortgage loan, if any.

The sale and transfer of ownership of the Unit to Purchaser shall, even though not stated in the deed, be subject to:

(a) Ordinances, rules, regulations, requirements and approvals of applicable governmental authorities, provided not violated by the Unit to be constructed.

(b) Rights for installation, use and/or maintenance of easements and rights of way for utilities, sewer, cable television, drainage, scenic purposes, screening and planting which have already been granted or may be granted after this Purchase Agreement is signed or after Closing, provided they do not prevent use of the Unit or the Common Elements for their intended purposes.

(c) Declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Unit or the Common Elements for their intended purposes.

(d) Unpaid taxes and liens provided the title insurance company shall insure against collection of same out of the Unit.

(e) The filed Condominium Map and all matters reflected thereon.

(f) The Declaration and By-Laws of the Condominium and any amendments or supplements thereto.

(g) The Easement Volume Agreement set forth as Schedule N of the Offering Plan.

Purchaser shall deliver to Seller's attorney within thirty (30) days of Purchaser's attorney's receipt of a fully executed Purchase Agreement, a written notice setting forth each objection to title, if any (other than those specifically set forth herein subject to which the Unit is being sold), and a copy of Purchaser's title report. Seller shall have the right to a reasonable adjournment of Closing, not to exceed sixty (60) days, for the purpose of curing any title defect; however, no such action taken by Seller shall be deemed an admission by Seller that such defect is one that would entitle Purchaser to cancel this Purchase Agreement.

10) **PERSONAL PROPERTY INCLUDED IN SALE** - All articles of personal property, fixtures and equipment for the Unit which are included in this sale will be delivered free and clear of all liens and encumbrances, except as otherwise stated in Paragraph 9 herein, if applicable.

11) **POWER OF ATTORNEY -** At Closing, Purchaser shall execute, acknowledge and deliver to Seller in recordable form, a power of attorney in the form set forth as Schedule E to the Plan ("Power of Attorney"), which includes but is not limited to a Power of Attorney in favor of the Board of Managers of the Condominium relative to leasing and purchasing of units in the Condominium under certain circumstances, foreclose upon units in the Condominium for which the payment of Common Charges is delinquent, to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies. to commence,

pursue, appeal, settle and/or terminate administrative and real estate tax certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel, to amend the Declaration and By-Laws to convert the Easement Volume from a Commercial Unit Limited Common Element to a General Common Element of the Condominium and in favor of Seller relative to amending the Condominium documents to the extent provided for in the Plan, Declaration of Condominium and Condominium By-Laws. Purchaser further agrees to execute and pay for any recording fees in the event the form required to be used for a Power of Attorney is revised subsequent to the Closing Date. This Paragraph shall survive Closing and delivery of the deed.

12) **ENCUMBRANCES/LIENS EXISTING AT CLOSING** - The existence of anything affecting the transfer of the Unit at Closing, including unpaid taxes or liens of any kind, shall not constitute an objection to title provided the Title Company or another title or abstract company licensed to do business in the State of New York selected by Purchaser, is willing to insure Purchaser's title clear of the matter or is willing to insure against enforcement or collection out of the Unit upon Seller's doing whatever acts as may be reasonably required by said company and/or the depositing of money not to exceed the net Purchase Price due Seller after payment of Seller's closing expenses and mortgage release amount. The parties agree that Seller may pay and discharge any liens and encumbrances upon the Unit, not provided for in this Purchase Agreement, out of the monies to be paid by Purchaser at the time of Closing.

13) **NO INSPECTIONS DURING CONSTRUCTION** - Purchaser acknowledges that unsupervised visits to the Property present a dangerous circumstance and could incur liability to Seller. **Unless specifically agreed to by Seller in writing, Purchaser shall not visit the Unit or any other portion of the Property and shall only have the right to visit the sales office. Any unauthorized visits to the Property by Purchaser are subject to a charge by Seller of $500.00 per visit, which Purchaser agrees to pay to Seller within ten (10) days of Seller's demand therefor.** Purchaser hereby releases and indemnifies, defends and holds Seller harmless from and against any and all claims and liabilities incurred by Seller resulting from the presence of Purchaser or Purchaser's family members, agents, licensees or invitees on the Property prior to Closing. Purchaser further agrees to execute the Express Assumption of Risk Form, in the form set forth as Schedule D-4 annexed hereto and made a part hereof.

14) **PURCHASERS' INTERFERENCE** - Purchaser shall not interfere with Seller's ability to construct the Unit or other unit(s) or facilities, including interference with work performed on the Property by Seller's staff, contractors and/or sub-contractors in connection with the construction of the Unit or any other Units, attempts to hire any of Seller's staff, contractors or sub-contractors, and/or attempts to bring contractors, materialman, sub-contractors or workers onto the Property for work to the Unit prior to Closing, unless otherwise agreed to in writing by Seller.

15) **POSSESSION OF THE UNIT PRIOR TO CLOSING** - Neither Purchaser nor anyone acting on Purchaser's behalf may enter or take possession of all or any part of the Unit nor have any work performed or materials supplied or installed at the Unit prior

to Closing without the prior written consent of Seller. Seller will not accept any liability whatsoever for any property belonging to Purchaser, their agents, employees, licensees, invitees, family, or belonging to any party other than Seller which is placed on the Property and/or in the Unit prior to Closing. No act of Seller, whatever its nature, shall constitute a waiver of this Paragraph.

16) **CHANGES BY SELLER -** In improving the Unit and performing any other work on the Property, Seller reserves the right to: (a) make changes or substitutions of materials or construction from those shown in the model or building plans, provided any such changes or substitutions are of Equal or Better Quality; (b) determine the exterior color and design of the Building; (c) change the location and type of units to be constructed in the Condominium; (d) change appliances as long as they are equal to or better than originally offered; and (e) make any other changes required by the City of New York or any other municipal or governmental agency having jurisdiction over the Property.

17) **COMPLETION OF CONSTRUCTION; PURCHASER'S INSPECTION -** Purchaser shall accept title (without abatement or credit against the Purchase Price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit or the Building, or (b) other unit(s) in the Condominium, or (c) any landscaped areas of the Property, or (d) other portions of the Common Elements, have not been completed. Purchaser shall inspect the Unit with a representative of Seller during normal business hours approximately three (3) days prior to Closing and shall sign and deliver to Seller on or before Closing, a Pre-Title Inspection Statement supplied by Seller, acknowledging the condition of the Unit. Purchaser agrees to accept the Pre-Title Inspection Statement wherein Seller shall agree to complete all unfinished items within six (6) months from the Closing Date, weather and other circumstances permitting. Any such incomplete items shall not constitute an objection to Closing. Purchaser shall allow Seller, its agents, servants and/or employees the right to enter the Unit and shall provide reasonable access thereto subsequent to Closing to complete any incomplete items. In the event Seller is required to make any repair or complete any item of work to be performed by Seller after Closing, the limit of Seller's liability shall be to make said repair and/or to complete such item. This Paragraph shall survive Closing and delivery of the deed.

18) **CERTIFICATE OF OCCUPANCY** - At Closing, Seller shall deliver to Purchaser a temporary or final Certificate of Occupancy for the Unit (or the Building) and, if available, a New York Board of Fire Underwriter's Certificate or equivalent for the Unit. Purchaser represents and agrees that Purchaser will not do anything within their Unit to prevent the extension or renewal of a temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy. Purchaser further acknowledges that Seller will have no liability nor responsibility to Purchaser or to make improvements to the Unit in the event Purchaser has made changes to the Unit that prevents the extension or renewal of a temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Department of Buildings of the City of New York. Purchaser shall reimburse Seller, within ten (10) days following Seller's demand therefor, for any and all costs incurred by Seller with respect to Purchaser's changes to the Unit that prevent the

extension or renewal of a temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Department of Buildings of the City of New York. This Paragraph shall survive Closing and delivery of the deed.

19) **UNIT PART OF DEVELOPMENT -** Purchaser acknowledges that they may be living in an active construction site after Closing on the Unit. During the period of construction, there may be dirt and debris and construction material on the Property, construction vehicular traffic, construction noises, unfinished areas of the Condominium and other inconveniences which are normal in a community undergoing construction. Purchaser further acknowledges that other units and infrastructure are presently being constructed at the Property and that Seller anticipates that such construction shall continue until the Condominium is completed in accordance with the Plan. Accordingly, Purchaser agrees that such continuing construction shall not be deemed a nuisance nor an interference with Purchaser's quiet enjoyment of the Unit after Closing. This Paragraph shall survive Closing and the delivery of the deed.

20) **PURCHASER'S DEFAULT** - If Purchaser fails to appear and close title in accordance with this Purchase Agreement on the date and at the time and place stated in the Notice for Closing, or if Purchaser fails to observe or perform any other obligation on the part of Purchaser to be observed or performed under this Purchase Agreement, Seller may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Upon Purchaser's failure to cure such default within such thirty (30) day period, this Purchase Agreement shall, at Seller's option, be deemed canceled and Seller shall have the right to retain, as and for liquidated damages, all sums paid by Purchaser to Seller on account of the Purchase Price, including, without limitation, the Deposit.

Prior to such funds being released to Seller, Escrow Agent shall send a notice to Purchaser of Escrow Agent's intent to release the funds being held in escrow on behalf of Purchaser pursuant to the escrow regulations as set forth in Section XIII of the Plan and Paragraph 27 of this Purchase Agreement.

TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SUCH THIRTY (30) DAY PERIOD.

Upon cancellation of this Purchase Agreement for Purchaser's failure to timely cure any default, Seller shall be released and discharged of any and all further liability and obligations to Purchaser under this Purchase Agreement. Thereafter, the Unit may be sold or disposed of as though this Purchase Agreement had never existed and without any accounting to Purchaser for the proceeds of any subsequent sale. The foregoing remedy shall be in addition to any and all other remedies available to Seller under this Purchase Agreement, at law or in equity for any default by Purchaser under this Purchase Agreement.

21) **SELLER'S RIGHT TO CANCEL** - Seller may cancel this Purchase Agreement by forwarding a full refund of the Deposit to Purchaser, together with written notice of cancellation, in the event of the occurrence of any of the following:

(a) any governmental authority imposes a ban on the construction or completion of the Building and/or the Unit or imposes restrictions on the manufacture, sale, distribution and/or use of materials from Seller's regular suppliers or from using same in the construction and/or completion of the Unit and/or the Building; or

(b) Seller is unable to obtain materials from its usual sources due to labor troubles, lockouts, war, military operations and requirements, civil unrest, act of God, force majeure or national emergencies; or

(c) the installation of public utilities is restricted or curtailed; or

(d) zoning and/or building restrictions and/or regulations, imposed by any governmental body having jurisdiction over the construction of residential housing and appurtenances of the Condominium, either presently in effect or as enacted or promulgated in the future, which create or impose requirements upon Seller which are not presently contemplated; or

(e) the Plan is abandoned, withdrawn or not consummated for any reason.

Upon such cancellation and refund, this Purchase Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Purchase Agreement and the Plan.

22) **INABILITY OF SELLER TO TRANSFER OWNERSHIP** - Except for Seller's willful default, if Seller is unable to transfer ownership of the Unit in accordance with this Purchase Agreement, Seller shall only be liable to Purchaser for the return to Purchaser of the Deposit. Thereafter, this Purchase Agreement shall be deemed canceled and neither party shall have any further liability to the other in connection with this Purchase Agreement or transaction. Seller shall not be required to commence any action or proceeding or incur any expense in order to remove the condition which prevents Seller from transferring ownership of the Unit in accordance with this Purchase Agreement.

23) **PROHIBITION AGAINST ASSIGNMENT OR RECORDING OF PURCHASE AGREEMENT**- Neither this Purchase Agreement nor Purchaser's interest hereunder may be assigned by Purchaser without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. In addition, neither shall this Purchase Agreement nor any memorandum thereof be recorded in the Office of the Register of the City of New York, by Purchaser or on behalf of Purchaser. Should Purchaser violate the provisions of the foregoing sentence, this Purchase Agreement, at Seller's option, shall become null and void, whereupon all rights of Purchaser shall cease and terminate and Seller shall have the right to retain, as liquidated damages, the Deposit, pursuant to the default provisions of Paragraph 20 of this Purchase Agreement. Seller shall have the right to assign this Purchase Agreement to a successor and/or designee of Seller.

24) **PROHIBITION AGAINST SIGNS ON THE UNIT** - Purchaser shall not place any sign on or in the Unit or Property until Seller has closed title to all of the Units in the Condominium. This Paragraph shall survive Closing and delivery of the deed.

25) **PROHIBITION AGAINST ADVERTISING OF THE UNIT FOR SALE** - From and after the date hereof through the Closing Date, Purchaser shall not place an advertisement for the sale of the Unit in any newspaper or other publication or media or list the Unit with any real estate broker. Such action shall constitute a material breach of this Purchase Agreement entitling Seller to retain all monies paid on account of this Purchase Agreement as liquidated damages pursuant to the provisions of Paragraph 20 of this Purchase Agreement.

26) **NO BROKER CONSULTED BY PURCHASER** – Purchaser represents that no broker other than Seller's broker, Douglas Elliman Real Estate ("Broker"), or their co-broker ("Co-Broker") pursuant to a standard co-brokerage agreement, brought about this sale, and Purchaser indemnifies Seller against any and all claims brought by any broker other than Broker or Co-Broker for brokerage commission based upon Purchaser's acts. Seller shall pay Broker and/or Co-Broker pursuant to a separate agreement between Seller and Broker and/or Co-Broker. In the event Purchaser is represented or has consulted with an outside broker (other than Broker or Co-Broker), Purchaser shall be responsible for any and all costs and commissions associated therewith, and Seller shall not be responsible for any co-broker commission. This Paragraph shall survive Closing and delivery of the deed.

27) **TRUST FUNDS/ESCROW PROVISIONS** - The Deposit and all other deposits or advances (collectively, "Deposits") made by Purchaser prior to Closing shall initially be held in a segregated escrow account held by Escrow Agent (as hereinafter defined) pursuant to the following:

(a) Schmitt Law Group, P.C. with an address at 865 Merrick Avenue, Suite 180N, Westbury, New York 11590 telephone number (516) 387-4786, shall serve as escrow agent ("Escrow Agent") for Seller and Purchaser. Escrow Agent has designated the members of the firm to serve as signatories. All designated signatories are admitted to practice law in the State of New York. Neither Escrow Agent nor its authorized signatories on the account are Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its courts for any cause of action arising out of this Purchase Agreement or otherwise concerning the maintenance or release of the Deposit from escrow.

(c) Escrow Agent has established the Escrow Account at Flagstar Bank, 900 Stewart Avenue, 3rd Floor, Garden City, New York 11530 ("Bank"), a bank authorized to do business in the State of New York, which account is entitled "Schmitt Law Group, P.C. – 609 2nd Avenue Condominium IOLA

Escrow Account" ("Escrow Account"). The Escrow Account is an IOLA account pursuant to Section 497 of the Judiciary Law of the State of New York. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per Deposit. Any Deposit in excess of $250,000.00 will not be insured.

(d) All monies received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments approved by Seller, and shall be made payable to or endorsed by Purchaser to the order of "Schmitt Law Group, P.C., as Escrow Agent".

(e) Pursuant to Section 497 of the Judiciary Law, all interest earned on the IOLA account will be paid to the State of New York. No fees of any kind may be deducted from the Escrow Account, and Seller shall bear all costs associated with the maintenance of the Escrow Account.

(f) Within five (5) business days after this Purchase Agreement has been tendered to Escrow Agent along with the Deposit, Escrow Agent shall sign this Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Seller, confirming that the Deposit has been deposited into the Escrow Account. The notice shall provide the account number.

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

(h) All Deposits received in connection with this Purchase Agreement are and shall continue to be Purchaser's money and may not be comingled with any other money or pledged or hypothecated by Seller, as per Section 352-h of the General Business Law of the State of New York.

(i) Under no circumstances shall Seller seek or accept release of the Deposit of a defaulting Purchaser until consummation of the Plan as defined in Section 20.1 (c) (6) of the Department of Law regulations, which defines consummation of the Plan as the filing of the Declaration of Condominium

and the first transfer of title to a unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by Seller and acceptance of the amendment of the declaration of effectiveness by the Office of the Attorney General of the State of New York. Consummation of the Plan does not relieve Seller of its obligations pursuant to Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York.

(j) Escrow Agent shall release the Deposit if so directed:

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

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

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

If Escrow Agent is not directed to release the Deposit pursuant to paragraphs (i) through (iii) above, and Escrow Agent receives a request by either party to release the Deposit, then Escrow Agent must give both Purchaser and Seller prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of such thirty (30) day period, the Deposit shall be released, and Escrow Agent shall provide further written notice to both parties informing them of said release. If Escrow Agent receives a written notice from either party objecting to the release of the Deposit within such thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (i) through (iii) above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit. Escrow Agent shall disburse Purchaser's Deposit(s) escrowed under this Purchase Agreement within twenty (20) business days after the escrowed funds are permitted to be released in accordance with this Purchase Agreement.

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

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

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

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

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

(l) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(m) A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

(n) Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

(o) No disbursement need or will be made by Escrow Agent until the Deposit has actually and finally cleared Escrow Agent’s account.

(p) Escrow Agent shall only be responsible for monies actually received and cleared, and monies earned thereon, if any.

(q) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Purchase Agreement and the Escrow Regulations, as amended on November 14, 2012, promulgated by the Office of the Attorney General of the State of New York, and no implied duties or obligations shall be read into this Purchase Agreement against Escrow Agent.

(r) Seller agrees that Seller and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent within five (5) business days of tender of the Deposit by Purchaser.

(s) Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law’s regulations.

(t) The following record keeping provisions shall apply:

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

(ii) Upon dissolution of a law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

(u) Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Seller from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

(v) Seller agrees to defend, indemnify and hold Escrow Agent harmless from and against any and all costs, claims, expenses, demands, causes of action, liability, judgments and damages incurred in connection with or arising out of Escrow Agent's responsibilities in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

(w) Escrow Agent shall not be liable for Seller's failure to tender Purchaser's funds to Escrow Agent within five (5) business days, for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by Escrow Agent's willful misconduct or gross negligence.

(x) Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same.

(y) The duties of Escrow Agent shall be limited to the safekeeping of the Deposits and for disbursements of same in accordance with the written instructions described in this Purchase Agreement.

(z) This Paragraph 27 shall remain in effect unless and until the following:

(i) Written notice given by Seller 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 with the Department of Law providing for a successor escrow agent; or

(ii) The resignation of Escrow Agent upon giving notice to Seller of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor escrow agent; or

(iii) All units offered pursuant to the Plan have been sold and all sales transactions have been consummated.

(iv) Escrow Agent shall have no responsibility to verify qualifications of any successor escrow agent.

(aa) Upon termination of the duties of Escrow Agent as described in sub-paragraph 27(z) above, Escrow Agent shall deliver any and all funds held by it in the Escrow Account and any and all contracts or documents maintained by Escrow Agent to the new escrow agent designated in the duly filed amendment related thereto.

(bb) Upon delivery of all funds held by Escrow Agent to the successor escrow agent pursuant to sub-paragraph 27(aa) above, this Paragraph 27 shall be terminated, and Escrow Agent shall be released from all liability hereunder.

(cc) Upon Escrow Agent disbursing the Deposit of Purchaser in accordance with the provisions of this Paragraph 27, Escrow Agent's obligations shall terminate as regards to the Deposit, and Escrow Agent shall thereafter be released of all liability in connection with Purchaser.

(dd) In the event of a good faith disagreement about the interpretation of this Paragraph 27, or about the rights and obligations, or the propriety, of any action contemplated by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, retain the Deposit and payments in escrow and file an action and deposit any applicable funds in a court of competent jurisdiction to resolve said disagreement. Escrow Agent shall be indemnified by Seller for any and all costs, including reasonable attorneys' fees or reasonable value of services rendered by Escrow Agent's litigation attorneys representing Escrow Agent pro se in connection with the aforesaid action. No such action shall be filed where Escrow Agent's required course of action is clearly dictated within this Paragraph 27.

(ee) Any provision of any contract or agreement, whether oral or in writing, by which Purchaser purports to waive or indemnify any obligation of Escrow Agent holding trust funds is absolutely void. The provisions of the regulations pertaining to escrow funds, as amended on November 14, 2012, shall prevail over any conflicting or inconsistent provision in the Plan, an amendment to the Plan or in this Purchase Agreement.

(ff) This Paragraph 27 shall be construed in accordance with and governed by the laws of the State of New York without giving effect to its conflict of laws provisions.

28) **NOTICES** - Any notices, statements, certificates, requests or demands required or permitted to be given or delivered under this Purchase Agreement shall be in writing and may be sent by mail, nationally recognized overnight courier or personal delivery, addressed to Purchaser or to Seller, as the case may be, at their respective addresses shown at the beginning of this Purchase Agreement, or to such other address as Purchaser or Seller may designate in the manner herein provided, or to their respective attorneys. Such notice, statement, certificate, request or demand shall be deemed to have been given:

(a) upon personal delivery actually being made, and

(b) upon receipt, first refusal of delivery or when returned as undeliverable if delivered by: (i) the United States Post Office with proper postage prepaid, if sent by regular mail, registered or certified mail return receipt requested; or (ii) nationally recognized overnight courier service.

Notwithstanding the foregoing, any notice of default must be delivered only by nationally recognized overnight courier service, personal delivery, or certified mail return receipt requested. Notice given by an attorney for a party shall be deemed effective notice as if given by such party.

29) **PURCHASER GENERAL REPRESENTATIONS -** Purchaser represents that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements, written or oral, of any nature, including, but not limited to, any of the above relating to the description or physical condition of the Building or the Unit or the Property, the size or the dimensions of the Unit or the rooms therein contained or any physical characteristics thereof, the services offered by the Condominium, the estimated Common Charges for the Unit or any other matter or estimate not set forth herein and/or in the Plan. Purchaser further represents that Purchaser has not relied on any verbal or written representations made by Broker or any other agent of Seller. Purchaser further acknowledges having had full opportunity to examine all documents and investigate all facts referred to and stated herein and/or in the Plan. Seller shall have no liability or responsibility to Purchaser and Purchaser shall not be relieved from Purchaser's obligations hereunder, by reason of any inaccuracy or error in the layout or dimensions of the Unit so long as the layout and specifications as they may be changed or amended are in accordance with the provisions of the Plan. Seller cannot guarantee a firm completion and availability date for the Unit and Purchaser agrees that Seller shall not be obligated to make, provide or compensate for any accommodations or costs to Purchaser as a result of construction delays nor shall such delays serve to cancel, amend or diminish any of Purchaser's obligations hereunder.

30) **EASEMENT VOLUME** - Purchaser acknowledges that the Unit and the Building is or will be located adjacent to the Second Avenue Subway and the Condominium and

the purchase of a Residential Unit in the Condominium is subject to the Easement Volume Agreement as disclosed in the Offering Plan. Purchaser acknowledges that the Authority's transit uses may result in the occurrence of odor, noise, vibration, lighting or ventilation resulting from the transit activities (collectively "Transit Impacts)", and that pursuant to the Easement Volume Agreement, Seller waived and released on behalf of all the Owner Parties (including all successors and/or assigns) all Transit Claims by the Owner Parties against the Authority and/or the City, and that such waiver and release are covenants running with the land and bind all Owner Parties in perpetuity.

31) **ACKNOWLEDGMENT THAT THERE ARE NO OTHER UNDERSTANDINGS** - All prior understandings and agreements are hereby superseded and merged into this Purchase Agreement, which alone contains the final and entire understanding and agreement between Seller and Purchaser. Neither Seller nor Purchaser shall be bound by any terms, conditions, statements, or representations, oral or written, not set forth in this Purchase Agreement or in the Plan. Purchaser acknowledges that Purchaser is buying a unit in a condominium development which may not yet have been formed at the time this Purchase Agreement is signed, and that, except as stated in this Purchase Agreement, the Declarations, By-Laws, Exhibits, Schedules and Plan, Purchaser has not relied on any representations or other statements of any kind or nature made by Seller or anyone else except as set forth in the Plan or any amendment thereto and this Purchase Agreement, including but not limited to, the description, size or dimensions of the Unit or rooms therein, or the estimated common charges, or other expenses relative thereto.

Purchaser also acknowledges that none of Seller's representatives has the authority to modify this Purchase Agreement or to make any oral promise, agreement or representation inconsistent or contrary to the terms of this Purchase Agreement. This Purchase Agreement may be changed only by a written document signed by both Purchaser and Seller. The invalidity or unenforceability of any particular provision of this Purchase Agreement will not affect the other provisions, and this Purchase Agreement will be interpreted in all respects as if such unenforceable provisions were omitted.

32) **RISK OF LOSS** - The risk of loss or damage to the Unit by fire or any other cause until delivery of the deed is assumed by Seller. In the event a substantial portion of the Unit or the Building shall be destroyed or damaged prior to Closing, Seller shall be entitled to cancel this Purchase Agreement by written notice to Purchaser, together with a check in the amount of the Deposit paid by Purchaser. The parties shall thereafter be released from any further liability hereunder.

In the event Purchaser takes actual possession of the Unit prior to Closing, Purchaser shall assume the risk of any loss not covered by insurance upon production of the policy by Seller to Purchaser which provides that actions of interim lessees are not covered under the then-existing policy. If Purchaser is or becomes the occupant or tenant of the Unit prior to Closing, then, as of the date of Purchaser's occupancy, Purchaser shall be responsible for any and all damage caused by any acts or omissions of Purchaser, or Purchaser's agents, employees, invitees and/or family members.

If any part of the Unit is damaged or destroyed by any casualty prior to Closing, Seller shall have the option to restore the Unit to its previous condition as soon as reasonably possible. In the event Seller elects to restore the Unit, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Seller. Seller shall notify Purchaser of Seller's decision within ten (10) business days of the date of such casualty. In the event Seller elects not to restore the Unit, then this Purchase Agreement will terminate, and Purchaser shall receive a refund of all monies paid to Seller. The parties shall thereafter be released from any further liability hereunder.

33) **DAMAGE TO PUBLIC IMPROVEMENTS, AMENITIES AND COMMON ELEMENTS** - Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Elements on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Seller, then and in that event, Seller may complete same at the sole cost and expense of Purchaser who shall reimburse Seller for the cost thereof immediately upon demand. This Paragraph shall survive Closing and delivery of the deed.

34) **STRICT COMPLIANCE; WAIVER OF TRIAL BY JURY** - Any failure by Seller to insist upon strict performance by Purchaser of any of Purchaser's obligations under this Purchase Agreement shall not be deemed a waiver of such obligations, and Seller may at any time insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser under this Purchase Agreement irrespective of the number of times Purchaser failed to strictly comply with such obligations in the past.

Purchaser waives all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to this Purchase Agreement or the Plan. Purchaser agrees to pay any and all court fees, including, without limitation, reasonable attorney fees, should Purchaser bring an action against Seller in any court of proper jurisdiction (including, without limitation, small claims court) and be unsuccessful. Purchaser hereby agrees to waive the right to file a Lis Pendens if not filed within sixty (60) days of the cancellation of this Purchase Agreement.

Purchaser and Seller hereby waive trial by jury in any action, proceeding or counterclaim arising out of this Purchase Agreement, provided such waiver is not prohibited by any laws of the State of New York. Any action or proceeding brought by either party hereto against the other, directly or indirectly, arising out of this Purchase Agreement, shall be instituted in a court of competent jurisdiction in New York County and all motions in any such action shall be made in New York County.

This Paragraph shall survive Closing and delivery of the Deed.

35) **LIEN OF DEPOSIT** - All sums paid on account of this Purchase Agreement are hereby made liens upon the Unit, but such liens shall not continue after default by Purchaser under this Purchase Agreement.

36) **RECAPTURE OF PROFIT – IN THE EVENT PURCHASER ELECTS TO SELL THE UNIT TO A THIRD-PARTY PURCHASER WITHIN EIGHTEEN (18) MONTHS OF THE CLOSING DATE, PURCHASER SHALL BE REQUIRED TO PAY (AT OR BEFORE SUCH RESALE CLOSING) TO SELLER THE LESSER OF (A) THE NET PROCEEDS OF SUCH RESALE OF THE UNIT (WHICH SHALL BE COMPUTED BASED ON THE GROSS SALES PRICE LESS THE AMOUNTS OWED UNDER ANY THIRD-PARTY UNAFFILIATED MORTGAGE LENDER AND LESS ALL CLOSING COSTS PAYABLE BY PURCHASER IN CONNECTION WITH SUCH RESALE) AND (B) TEN PERCENT (10%) OF DIFFERENCE BETWEEN (I) THE GROSS PURCHASE PRICE PAID BY SUCH THIRD-PARTY PURCHASER TO PURCHASER (WITHOUT DEDUCTION FOR CLOSING AND OTHER TRANSACTION COSTS) AND (II) THE PURCHASE PRICE; PROVIDED, THAT THE FOREGOING SHALL NOT APPLY IN THE EVENT THAT PURCHASER OR PURCHASER'S SPOUSE DIES WITHIN SUCH EIGHTEEN (18) MONTH PERIOD AND SHALL NOT APPLY TO ANY MORTGAGEE WHO FORECLOSES OR ACCEPTS A DEED IN LIEU OF FORECLOSURE FOR A DEFAULT UNDER A FIRST MORTGAGE. THIS PARAGRAPH 36 SHALL SURVIVE THE CLOSING AND DELIVERY OF THE DEED.**

37) **AS IS CONDITION -** Except as otherwise set forth in the Offering Plan or this Purchase Agreement, neither Seller nor any of its agents, including any broker or any employee or managing agent makes any representations, whether express or implied as to the Unit and the Purchaser is purchasing the Unit "AS IS" as of the Closing Date, subject to any incomplete items reflected in the Pre-Title Inspection Statement as provided for in Paragraph 17 of this Purchase Agreement. As a result, the acceptance of a deed by Purchaser will be deemed an acknowledgment that Seller has performed and discharged every agreement and obligation on the part of Seller to be performed under the Plan for the Unit and Purchaser accepts the Unit in its "AS IS" condition, subject to any incomplete items reflected in the Pre-Title Inspection Statement referred to in Paragraph 17. Purchaser further acknowledges that Seller will correct any defects in the construction of the common elements of the condominium or in the installation or operation of any mechanical equipment therein, due to improper workmanship or material substantially at variance with the offering plan as may be changed by Seller from time to time provided and on condition that Seller is notified in writing of or becomes aware of such defect(s) within twelve (12) months from the date of issuance of the first temporary Certificate of Occupancy for the Building at the closing of title to the first unit in the Condominium.

38) **MISCELLANEOUS -**

(a) The start of any activity by Seller in connection with the Unit is not to be deemed a waiver of any of Seller's rights under this Purchase Agreement.

(b) The personal property referred to in this Purchase Agreement shall be deemed conveyed by the deed, and no part of the Purchase Price shall be deemed allocated to such personal property.

(c) The attorneys representing Seller, or any lender represent such parties only and not Purchaser. Purchaser may retain independent counsel, at Purchaser's sole cost and expense, in order to protect Purchaser's interest.

(d) Seller's employees, agents and representatives are not authorized to make any representations regarding economic benefits to be derived from the transaction contemplated by this Purchase Agreement. Purchaser is advised that economic benefits to be derived from this transaction may vary with individual circumstances and/or market conditions, and Purchaser should rely only upon Purchaser's own attorney, accountant, and/or other counsel if guidance in such matters is desired.

(e) Purchaser acknowledges that Seller has the right to lower and/or increase the price paid for a similar unit and/or change the terms applicable to similar units. As a result, Purchaser may pay more or less and may receive better or worse terms than another purchaser for a similar unit.

(f) The delivery of the deed for the Unit to Purchaser or Purchaser's representative at Closing shall be deemed to mean that all things required to be done by Seller under this Purchase Agreement have been done and that Purchaser shall not claim otherwise except as to those things, if any, which are specifically stated in this Purchase Agreement or in a separate writing signed by Seller or Seller's attorney on Seller's behalf, to survive or continue beyond Closing and delivery of the deed.

(g) The paragraph headings set forth in this Purchase Agreement are inserted solely for convenience of reference and in no way deemed to affect, amend, define, describe or limit the scope or intent of the provisions set forth in this Purchase Agreement.

(h) No provision of this Purchase Agreement may be changed, waived, discharged, or terminated orally, by telephone, or by any other means, except an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge, or termination is sought and then only to the extent set forth in such instrument.

(i) Any singular word or term herein shall also be read as in the plural whenever the sense of this Purchase Agreement may require it. The use of the masculine gender shall be deemed to refer to the feminine gender, or neuter, whenever the context so requires.

(j) All capitalized terms shall be given the definition contained in Part I of the Plan unless otherwise indicated

(k) If two (2) or more persons are named as Purchaser in this Purchase Agreement, (i) each person shall be jointly and severally liable for payment, observance and performance of all obligations under this

Purchase Agreement; and (ii) anyone of them is hereby made agent for the other in all matters of any and every kind or nature with respect to the Unit and/or this Purchase Agreement. The act, assent, election or approval by one shall conclusively constitute the act, assent, election and approval by all.

(l) The provisions of this Purchase 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 Seller and its successors and/or assigns.

(m) This Purchase Agreement shall not be binding or effective until fully executed and delivered by Seller and Purchaser.

(n) Seller represents that its Federal Employer Identification Number is _____; and Purchaser represents that his/her/their social security number(s) is _____ and _____.

(o) Purchaser shall execute the Tender of Escrow form attached hereto as Schedule "D-1" upon execution of this Purchase Agreement and shall execute the Release Form, attached hereto as Schedule "D-2" at Closing.

(p) In the event any portion of this Purchase Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Purchase Agreement and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Purchase Agreement.

(q) In the event Purchaser enters into an Interim Lease prior to the Closing of the Unit Purchaser's uncured default under the Interim Lease may, in the Sponsor's sole discretion, be deemed a material Event of Default under the Purchase Agreement pursuant to the provisions of Paragraph 20 of this Purchase Agreement.

(r) In the event of any conflict between the Purchase Agreement and the Plan the terms of the Plan shall control.

(s) A copy of the Smoking Policy of this Condominium is attached to and made part of this Purchase Agreement as the Smoking Policy Rider.

(t) This Purchase Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall be deemed to constitute one and the same agreement. Electronic (i.e. portable document format (.pdf), email and facsimile) signatures shall be deemed originals for purposes of this Purchase Agreement.

(u) The parties agree that this Purchase Agreement shall be governed by and construed in accordance with the laws of the State of New York.

39) **NOTICES TO PURCHASER - YOU, AS PURCHASER OF THE UNIT, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.**

WHEN SIGNED BY SELLER AND PURCHASER, THIS PURCHASE AGREEMENT SHALL BECOME A LEGALLY BINDING AGREEMENT. PURCHASER SHOULD READ AND UNDERSTAND ALL PROVISIONS BEFORE SIGNING. IF PURCHASER DOES NOT UNDERSTAND ANY PROVISION, PURCHASER SHOULD SEEK LEGAL ADVICE.

PURCHASER MUST BE GIVEN A COPY OF THE PLAN PRIOR TO THE SIGNING OF THIS PURCHASE AGREEMENT. BY SIGNING THIS PURCHASE AGREEMENT, PURCHASER ACKNOWLEDGES RECEIPT OF THE PLAN AND THAT PURCHASER HAS HAD AN OPPORTUNITY TO READ THE PLAN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SIGNING THIS PURCHASE AGREEMENT.

(REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the date first above written.

SELLER:

FLAT LG LLC

By:_____
Name:
Title:

ELEM 340 LLC

By:_____
Name:
Title:

RC FLATBUSH LLC

By:_____
Name:
Title:

PURCHASER(S):

_____

_____

Agreed to as to Paragraph 27 by Escrow Agent:
SCHMITT LAW GROUP, P.C.

By:_____
Name: Michelle Schmitt
Title: Partner

SCHEDULE D-1

TENDER OF ESCROW FORM

TENDER OF ESCROW DEPOSIT

Date: _____

Tender of Deposit of $_____, for Unit ____ at 609 2ND Avenue Condominium located at 609 2nd Avenue, New York, New York.

Purchaser(s) named below has/have tendered on_____, 20__, the above escrow deposit to Sponsor/Selling Agent as a deposit for the above Unit.

Purchaser(s) _____
_____

Address of Purchaser(s) _____
_____

Phone number of Purchaser(s):

Residence: _____
Business: _____

Social Security Number(s) or
Tax Identification Number(s)
of Purchaser(s) _____
_____

By: _____
Purchaser

By: _____
Purchaser

RECEIPT

The SPONSOR/SELLING AGENT of the above-named property hereby acknowledges receipt of the above escrow deposit.

By: _____
_____
Title or Position

Date of Receipt: _____

SCHEDULE D-2

FORM TO RELEASE ESCROW FUNDS

FORM FOR THE RELEASE OF ESCROW FUNDS

Date

Schmitt Law Group, P.C.
865 Merrick Avenue, Suite 180N
Westbury, NY 11590
Attn: Michelle Schmitt, Esq.

Re: **609 2ND Avenue Condominium**
Purchaser:
Unit No.:

Dear Sirs:

You have been holding in a trust account my/our down payment for the above-referenced Unit in the amount of $_____ (the "Deposit"). I/we acknowledge that a closing has taken place on this date. Accordingly, Schmitt Law Group, P.C. ("Escrow Agent") is authorized to release the Deposit to whomever the Sponsor so designates. In addition, Escrow Agent is hereby released from any and all liability or further obligation to me/us with respect to the Deposit.

Very truly yours,

_____
Purchaser

_____
Purchaser

_____
Sponsor's representative

SCHEDULE D-3

WAIVER OF NOTICE OF CLOSING

WAIVER OF NOTICE OF CLOSING

STATE OF NEW YORK)
:ss.:
COUNTY OF)

_____, being duly sworn, does hereby depose and state:

1. I am/We are the Purchaser(s) of Unit # _____ at 609 2nd Avenue Condominium.

2. Pursuant to a Purchase Agreement dated_____, 20___, I am/we are entitled to thirty (30) days' written notice of the Closing for my/our Unit.

3. I/We hereby waive the applicable notice provision contained in the Purchase Agreement and agree to close on _____, 20___.

_____
Purchaser

_____
Purchaser

Sworn to before me this
day of , 20 .

_____
Notary Public

SCHEDULE D-4

EXPRESS ASSUMPTION OF RISK

EXPRESS ASSUMPTION OF RISK

I/We _____ understand that by entering onto a construction site there are extraordinary risks of grave bodily injury and/or death. In consideration for being allowed to enter upon the Property, I/We expressly assume all risks associated with the construction site, including but not limited to:

1. Falling debris;
2. Falls associated with excavations, uncleared ice and/or snow incomplete sidewalks and roads and downed trees and/or bushes;
3. Injuries associated with incomplete construction;
4. Injuries associated with operating machinery;
5. Injuries associated with incomplete or no railings; and
6. Injuries associated with incomplete and/or insufficient lighting.

I/We _____ further agree to fully indemnify and hold harmless Flat LG, LLC, Elem 340 LLC and RC Flatbush LLC, and their respective members, managers, officers, directors, principals, shareholders, successors and assigns for any and all damage to any personal property.

_____

_____

SCHEDULE D-5

SMOKING POLICY RIDER

PURCHASE AGREEMENT SMOKING POLICY RIDER

The Smoke-Free Air Act New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages, and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505. Effective as of August 28, 2018, Local Law 147 of the City of New York became effective. Local Law 147 amends the Administrative Code of the City of New York ("NYC Administrative Code") to require that all class A multiple dwellings (i.e., buildings with 3 or more residential dwelling units) adopt a written smoking policy (the "Smoking Policy"). Pursuant to the requirements of Local Law 147 of the City of New York the following constitutes the Smoking Policy applicable to the Condominium and to all Unit Owners, residents, tenants, guests, licensees, employees, and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium:

(a) Definitions:

(i) Smoking: Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designated for people to use to inhale smoke.

(ii) Electronic Cigarette (E-Cigarette): A battery-operated device that heats a liquid, gel, herb or other substance and produces a vapor for people to inhale.

(b) Policy:

(i) All types of Smoking and use of Electronic Cigarettes as defined above are prohibited from all general common areas of the Condominium, including but not limited to any lobby, hallway, stairwell, mailroom, fitness room or other recreational facility, meeting room, laundry room, storage area, mechanical room, equipment room, cellar, basement, elevator, garage, rooftop, play areas, parking areas, shared balconies, shared courtyards, shared patios, shared porches, shared yards and/or any outdoor common area within 15 feet of entrances, exits, windows, and air intake units on property grounds.

(ii) All types of Smoking and use of Electronic Cigarettes are prohibited from any balcony and/or terrace or any space designated as an Individual Residential Unit's Limited Common Element appurtenant to the Residential Unit.

(iii) All legal Smoking and use of Electronic Cigarettes is permitted within the interior area of a Residential Unit.

(iv) The Smoking Policy shall be applicable to all Unit Owners, residents, tenants, guests, licensees, employees, and all persons that may be in or on any portion of the Condominium.

(v) Any Residential Unit Owner who leases their Residential Unit shall incorporate the provisions of the Smoking Policy into the lease with the Residential Unit Owner's tenant.

(c) Complaints:

Complaints about smoke drifting into a Residential Unit or common area should be made promptly to the Managing Agent. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

The Smoking Policy shall be applicable to all Residential Unit Owners, residents, tenants, guests, licensees, employees and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium. Pursuant to the requirements of Local Law 147 all tenants in the Building are required to receive a copy of the Building's Smoking Policy and the Smoking Policy must be incorporated into all leases or interim leases.

The provisions of Local Law 147 of the City of New York shall take precedent in the event of any conflict with the Smoking Policy contained herein.

SELLER

FLAT LG LLC

By: _____
Name:
Title:

ELEM 340 LLC

By: _____
Name:
Title:

RC FLATBUSH LLC

By: _____
Name:
Title:

PURCHASER(S):

_____
Name:

_____
Name:

SCHEDULE E

POWER OF ATTORNEY

POWER OF ATTORNEY

I/(We) residing at _____the owner of Residential Unit No. ____in the condominium known as 609 2nd Avenue Condominium (the "Condominium") covering that certain real property located in the Borough of Manhattan and County, City and State of New York, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers (the "Board of Managers") of the Condominium and the Sponsor and their successors and/or assigns, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf to take the following actions:

1. To the Board of Managers the right to acquire or lease any Unit, together with its Common Interest whose Unit Owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine.

2. To the Board of Managers the right 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 action which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board or Managers deems necessary or appropriate.

3. To the Sponsor the right to amend the Condominium Declaration and to effectuate the rights granted to Sponsor and Unit Owners under the Declaration as set forth in this Article Fifteenth of the Declaration.

4. To the Board of Managers the right to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's

Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. This paragraph 4 shall not apply to an owner of the Commercial Unit.

5. To the Board of Managers, the Declarant and their successors, designees and/or assigns to amend the Declaration and the By-Laws for the purposes set forth in Article Eleventh, Sections 2h, 2i, 2k and 3 of the Declaration, Article Twenty-First of this Declaration and Article X, Sections (c) and (g) of the By-Laws for the purposes set forth therein.

6. To the Board of Managers and the Sponsor the right to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies.

7. To the Board of Managers, the Declarant and their successors, designees and/or assigns to comply with any and all provisions contained in the Easement Volume Agreement, including but not limited to the right to amend the Declaration and the By-Laws to convert the Easement Volume from a Commercial Unit Limited Common Element to a General Common Element of the Condominium and to take any action necessary to effectuate the provisions of that certain Easement Volume Agreement dated February 8, 2021 and recorded in the New York City Register's Office as Document ID: 202103040145001.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, I/(we) have set my/(our) hand(s) and seal this ___ day of _____, 20__.

_____

STATE OF NEW YORK)
:ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__, before me, the undersigned a Notary Public in and for said state, personally appeared _____ _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE F

FORM OF DEED

DEED

THIS INDENTURE made the ___ day of _____ , 20____ between Flat LG LLC, Elem 340 LLC and RC Flatbush LLC as Tenants in Common, each a New York limited liability company, each having an office at 1481 47th Street, Brooklyn, New York 11219, "Party of the First Part", and _____, residing at _____, "Party of the Second Part";

W I T N E S S E T H:

That the Party of the First Part, in consideration of Ten ($10.00) Dollars, lawful money of the United States, and other good and valuable consideration, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs, successors and/or assigns of the Party of the Second part forever,

All that certain piece or parcel of real property, with the improvements therein contained, situate and being a Condominium Unit (the "Residential Unit") in New York County, City and State of New York, known as Residential Unit No. _____ in the Condominium known as 609 2nd Avenue Condominium, said Residential Unit designated and described as Residential Unit No._____, in the Declaration establishing a plan for Condominium Ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act"), dated and recorded in the Office of the City Register, New York County (the "Register's Office") on _____in City Register File Number (CRFN) _____ and also designated as Tax Lot _____ in Block _____ of Section ____ of New York County on the Tax Map of the Real Property Assessment Department of the City of New York, and on the Floor Plan of said building certified by _____on _____and filed with the Real Property Assessment Department of the City of New York on _____as Condominium Plan No. _____, and also filed in the Register's Office on _____ as Condominium Plan No. _____, Map No. _____.

TOGETHER with an undivided _____% percentage of Common Interest in the Common Elements.

The premises within which the Unit is located is more particularly bounded and described as follows:

(PROPERTY DESCRIPTION)

BEING AND INTENDED TO BE part of the same premises conveyed to the Party of the First Part by deed made by Fathers Lane, LLC and Horizon at 61 Rivington LLC as Tenants in Common, dated _____, and recorded in the Office of the City Register of the City of New York, New York County on _____ as CRFN _____.

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, regulations and easements all as set forth in the documents with respect to the Condominium filed and recorded as aforesaid.

SUBJECT TO: The provisions of the Declaration, By-Laws, site plan and floor plans of the Condominium, as the same may be further amended from time to time by instruments recorded or filed in the Office of the City Register of the City of New York, New York County, which provisions, together with any amendments thereto, shall bind any person having at any time any interest or estate in the Unit as though such provisions were recited at length herein.

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs, successors and/or assigns of the Party of the Second Part forever.

AND the party of the First Part covenants that the party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Party of the First Part, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for purpose of paying the cost of the improvement before using any part of the total of the same for any other purposes.

The use for which the Unit is intended is that of a one family residence, subject to the applicable governmental regulations and zoning requirements, and the restrictions contained in the Declaration, By-laws and Rules and Regulations of the Condominium.

SUBJECT TO: covenants, restrictions, reservations, waivers, agreements and easements of record.

SUBJECT TO: The provisions of that certain Easement Volume Agreement dated February 8, 2021 and recorded in the New York City Register's Office as Document ID: 202103040145001.

This conveyance is made in the regular course of business actually conducted by the Party of the First Part.

The word "Party" shall be construed as if it read "Parties" whenever the sense of this Indenture so requires.

IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed, the day and year first above written.

FLAT LG LLC, ELEM 340 LLC and
RC FLATBUSH LLC

By:_____
, duly authorized agent

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE G

DESCRIPTION OF PROPERTY (SPECIFICATIONS) AND BUILDING CONDITION

ATTORNEY GENERAL'S REPORT

609 2nd Avenue Condominium
Manhattan, NY 10016

Fariba Makooi, Architect (RA)



May 8, 2024

DESCRIPTION OF PROPERTY
609 2nd Avenue
Manhattan, NY 10016

General:

The property described herein will be one new Building as follow:

New 18 story, plus cellar and roof level Mixed-Use Building (Residential and Commercial) and will contain 2 Commercial spaces (one unit) on the first floor.

The property and proposed uses will comply with all zoning and use requirements at closing.

A. Location and Use of Property:

1. Address: 609 2nd Avenue, Manhattan, NY 10016
2. Block No.: 914 Tax Lot No.: 29
3. Zoning Districts: C1-8A (R9A Equivalent) and C1-9A (R10A Equivalent)

   Special Purpose District: Special Transit Land Use District (TA)
4. Permissible Uses as defined by the New York City Zoning Resolution:

   Use Group 1 and 2 – Residential.

   Use Group 3 and 4 – Community Facilities.

   Use Group 5 and 6 – Commercial.
5. The Building will be a Condominium Building and will have a total of sixty five (65) Residential Units, along with one (1) Commercial Unit on the first floor and cellar level. Quality Housing regulations: This is a Quality housing project and the requirement apply to the residential uses as per Zoning Resolution Article II, Chapter 8. The Quality Housing Program consists of three components:

   Building interior, recreation space and planting, safety, and security.

   i) The building interior component sets forth special refuse storage and disposal systems and encourages laundry facilities and daylight in corridors:

   Refuse storage with a chute is provided on each floor in addition to the compactor room on the cellar floor. One laundry closet is provided in each residential unit.

   Daylight in common corridors is provided by one window on each residential floor from the 2nd to 18th construction floor.

   ii) The recreation component establishes minimum space standards for indoor and outdoor recreation space:

   Recreation spaces are provided in the cellar as per section 20.7(I)(3) Auxiliary Facilities, 1st floor common courtyard, and main roof of the building.

   iii) The safety and security component encourages fewer dwelling units per corridor:

   A maximum of 5 dwelling units are provided on each floor.
6. MTA New York City Transit: MTA approval was obtained on May 28, 2020

   Manhattan Community Board Six issued No Objection to Transit Easement Certification Application N 200309 ZCM dated May 20, 2020.

   Any development involving ground level construction within the Special Transit Land Use District shall provide an easement on the zoning lot for subway-related use and public access to the subway station when required.

Any Easement Volume Agreement (EVA) on a zoning lot may be temporarily used by the owner of the zoning lot for any permitted uses until such time as required by the Metropolitan Transportation Authority (MTA) or by its designee for subway purposes.

A minimum notice of six months in writing shall be given by the Metropolitan Transportation Authority to the owner of the zoning lot in order to vacate the tenants of such temporary uses.

When an Easement Volume Agreement (EVA) required on a zoning lot is located within a building, any floor spaces occupied by such transit easement volume shall not count as floor area.

The proposed Transit Easement Volume will be used for Commercial purposes as temporary use. The proposed Transit Easement Volume of 1,106.7 square feet. is deducted from the building zoning floor.

The maintenance obligations of the EVA: Prior to the MTA possession the obligations of the Easement Volume would be the responsibility of the Commercial Unit Owner. Upon the possession date most of the maintenance obligations become the obligation of the MTA except for maintenance of structural elements or window of the Building or any display window and structural repairs and/or replacements to the Building and to maintain and keep any sidewalks adjoining the surface-level Easement Volume in a clean, neat and safe condition and free of ice, snow or other dangerous conditions.

7. Energy Conservation Construction Code Regulation: To the best of my knowledge, belief and professional judgment these plans and specifications are in compliance with energy code ASHRAE 90.1 (2013) standard.

   The building will be subject to compliance with Building Emissions Law, local law 97 (LL97) when get in an effect in 2024.

B. Status of Construction:

1. Construction Schedule:

   The building is currently under construction pursuant to permit # 123756015-01-NB, dated 03/24/2021. The projected date of substantial completion is on or about December 2024, unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements or any other cause over which the Sponsor has no control.

2. Class of Construction:

   The building will be classified as Fireproof (Class 1-B) and will conform to all applicable regulations of the 2014 Building code of the City of New York. The building plans have been filed with the New York City Department of Buildings, job # 123756015 and approved on 03/12/2021.

   Building fire rating elements:

   Structure floor slabs, roof, columns and beams: 2hr.

   Exterior load bearing walls: N/A

   Exterior non-load bearing walls: 1hr for adjacent property lot lines walls, not fire rated for street wall and rear yard walls from 1st to 18th construction floor.

Interior load bearing walls: N/A

Interior non-load bearing walls: 1hr for unit's separation.

Stair enclosure: 2hr

Mechanical shafts: 2hr

Fire-resistance rating requirements for exterior walls based on fire separation distance:

Separation less than 5 feet requires 1hr for residential occupancy group R and 2hr for retail occupancy group M.

Separation from 5 feet to less than 10 feet requires 1hr for residential occupancy group R and 1hr for retail occupancy group M.

Separation from 10 feet to less than 30 feet requires 1hr for residential occupancy group R and 1hr for retail occupancy group M.

Separation more than 30 feet doesn't require and fir rating.

3. Certificate of Occupancy:

   After completion of construction, the Sponsor will apply for a Certificate of Occupancy for the building from the Department of Buildings of the City of New York. While the Sponsor makes no representation as to the exact time of the delivery of the Certificate of Occupancy.

   The Sponsor anticipates it will obtain a Temporary Certificate of Occupancy before the end of 2024. In any event the sponsor will obtain a Temporary Certificate of Occupancy prior to the first unit closing.

4. Alternation permit numbers and description of work done: N/A.

C. Site

1. Site Area:

   The site is 76'-7 3/4" wide, 70'-0" and 75'-0" deep along 2nd Avenue with a zoning lot area of 8,031.45 square feet.

   The building site is located between East 33rd Street and East 34th Street.

2. Number of Buildings and Uses:

   There is one new 18 story building (18 construction floors) on the site plus cellar and roof level with Mixed-Use Building (Residential and Commercial).

3. Streets:

   i) Paving: Streets adjacent to the site are paved with asphalt topping and are in good condition.

   ii) Curbing: New concrete and steel-faced curbs will be installed at the property frontage.

   iii) Catch Basins: The streets are presently pitched to drain via catch basins into the New York City storm water drainage system.

   iv) Street lighting: Lighting is provided by the City of New York at the front of 2nd Avenue and is in good condition.

   v) The streets items listed above are in conformity to local fire district and municipal codes.

4. Drives, Sidewalks and Ramps:

i.) Paving: The existing concrete sidewalks are currently in fair condition and will be replaced with new sidewalks free of tripping hazards and pounding. There are no pedestrian ramps in this section of the sidewalks that would require ADA compliance.

The sidewalk will be built to comply with New York City Department of Transportation, Local Law (LL), and ADA requirements. There is no sidewalk electric vault.

ii.) Curbing: The existing curbs are currently in fair condition and will be replaced with a new concrete and steel face. The curbs will be built to comply with New York City Department of Transportation, Local Law (LL), and ADA requirements.

iii.) Catch basins: The sidewalks are presently pitched to the street and drain via catch basins into the New York City storm water drainage system.

iv.) Street Lighting: Lighting is provided by the City of New York at the front of 2nd Avenue and is in good condition.

v.) The Sidewalk items listed above are in conformity to local fire district and municipal codes. The Condominium Board will be responsible for maintaining the sidewalks per NYC DOT's requirements.

vi.) There isn't existing sidewalk vaults to remain or rebuilt or new sidewalk vaults to be built.

5. Subway:

The proposed transit easement volume may be used for future 2nd Avenue subway line entrance.

6. Adjacent Structures:

There are 4 story residential buildings to the North and South side of this property and a 5-story commercial building and 14 story mixed-use building on the west side of the property.

D. Utilities:

1. Water and Sewer:

Water and Sewer service will be provided by the City of New York. Water consumed by the Building will be metered by N.Y.C. The cost will be borne by the Residential Units and paid by the Condominium Board and then applicable water/sewer charges of the taxing authority, plus applicable taxes. The charges for water and sewer service provided to the Building will be levied on the basis of metered usage and the cost of the same will be borne by the Residential Unit Owners as a Residential Common Expense. The commercial spaces will be provided with sub-meters to measure their individual usage. The Building will charge each commercial space for its usage.

i) The building is supplied by a 4" domestic water service and a 6" fire service. Each service enters the building along the 2nd Avenue frontage. The supply to each system will be fitted with a water meter and an approved NYC backflow prevention device. The backflow prevention devices are located in the water service room on the cellar floor.

ii) The water service is collectively metered for the entire Building via one NYC City Approved Meter.

iii) The sanitary waste from the building will be discharged to the City sewer system along 2nd Avenue through an 8" sanitary combined sewer connection. Storm water from roofs,

areaways and other areas opened to the outside air will be discharged to the City sewer system along 2nd Avenue through an 8" sanitary combined sewer connection. Storm water system will be independent from sanitary system throughout the building. No meters are required. Billing is based on water usage by the city. Refer to the site description section for additional information regarding the sewer discharge and connections to city mains. There is no meter as charges are based on domestic water consumption.

2. Gas:

   Con Edison (ConEd) will supply two (2) gas lines to the building. One (1) gas line and meter to service the generator only on the main roof. One (1) gas line and two meters to service the residential common gas-fired hot water heaters and cooking.

   The residential common gas-fired hot water heaters will be connected to a separate meter from the residential cocking. Cooktop within the residential units, main roof grills and PH units roof terrace/balconies grills will be connected to a same meter. Piping material is black steel Schedule 40 pipe or equal with malleable iron fittings.

   Gas service usage will be metered by Con Edison (ConEd) and the cost will be paid by the Condominium Board as Residential Common Expense.

3. Electricity:

   i) The Electrical Service to the building will be provided by Con Edison (ConEd). The service for the building shall be 120/208 volts, 3 phase, 4 wire, 'Wye' type configuration. The new service shall be rated for 4,000 amps at 3 phase capacity, of which 2,000 amps are provided for distribution to residential units, 1200 amps is for house loads, and 800 amps are for the Commercial spaces. All new main distribution equipment shall be located in the cellar floor electric room.

   ii) The Electrical Service shall consist of sub-metered electric services for each Unit. Each service shall be rated at 120/208 volts, 1-phase. 3-wire service with a capacity of 100 amperes.

   iii) Separate direct utility electrical meters are provided for common area charges and the fire pump.

   iv) Commercial Units shall be provided with separate direct utility meters for each unit.

4. Telephone:

   All Unit Owners will be responsible for telephone charges directly to the telephone company providing such a service. The telephone charges with respect to the Residential Common Elements will be borne by the Residential Unit Owners as forth in the offering plan.

5. Cable Television:

   Cable Television service will be available for all Residential Units. Each Residential Unit will be provided with an outlet in the living room and each bedroom. Residential Owners that subscribe will pay all charges for cable television services, including subscription charges. The cable television service charges with respect to the Residential Common Elements will be borne by the Residential Unit Owners as a Residential Common Expense.

6. Low Voltage:
   i) Provisions for Low Voltage and Data service for each residential unit will be provided to equipment in the main Low Voltage service/distribution area. Each unit owner is to set up their service with the Low Voltage and Data Provider Company and each will be individually billed.

E. Sub-Soil Conditions:

1. The building foundation is completed and sized to support calculated building loads. The building structure plans have been filed with the New York City Department of Buildings, job # 123756015, Doc #5 and approved on 03/12/2021.

   Groundwater was observed in the borings at depth of 15 feet below existing sidewalk as per Geo Tech Report dated 03/27/2017. The groundwater table is known to fluctuate with seasonal, tidal, and climatic conditions.

   The building has a moisture protection system installed up to the adjacent grade level.

   No potential for mudslides or erosion at the site.
2. No hazardous materials, and/or environmental restrictions are present on the site.
3. The Building is currently located outside of the 0.2% annual chance floodplain, Zone "X" as per FEMA Floor Map # 3604970201F dated September 5, 2007 and preliminary Flood Map #3604970201G dated December 5, 2013.

F. Landscape and Enclosure:

1. Grass Cover: N/A
2. Plantings: Evergreen planting will be provided at the common courtyard on the first floor in raised built-in planters.
3. Trees: In-ground two (2) trees in sidewalk pits will be provided on 2nd Avenue.
4. Fencing: Maximum of 6'-0" high privacy fence shall be constructed to divide the private roof terraces. All fences are constructed from wood and steel posts for support.
5. Gates: Provided to separate private roof terrace from mechanical roof area. Gate to be made of perforated metal and to match adjacent equipment screen at 15th construction floor.
6. Garden Walls: Common courtyard on first floor to be surrounded with building walls on the east and south sides and finished with EIFS. The north and west sides of the courtyard to be screened by 6 feet high weather resistance wood or composite panel board and metal posts from adjacent properties.
7. Retaining N/A
8. Display pools and fountains: N/A

G. Building Size:

1. Height:
   i) The height of the building roof will be 190'-8" above the Base Plane.
2. Crawl Spaces: N/A.

3. The cellar will accommodate a commercial storage room, residential storage room with individual storage bins, trash compactor room, residential exercise room, residential recreation room, common toilet room, telecm. closet, ARCS closet, UPS closet, electric service/meters room, gas meters room, water service/meters room and fire pump room.
4. There are 18 construction floors including the penthouse, plus cellar and roof level in the building with stairs and elevators bulkhead on the roof.

   The13th floor will be removed from the marketing floors as indicated in the table for construction and equivalent marketing floors.

Floor Number	Floor Construction Number	Floor Marketing Number
C	Cellar	Cellar
1	First	First
2	Second	Second
3	Third	Third
4	Fourth	Fourth
5	Fifth	Fifth
6	Sixth	Sixth
7	Seventh	Seventh
8	Eighth	Eighth
9	Ninth	Ninth
10	Tenth	Tenth
11	Eleventh	Eleventh
12	Twelfth	Twelfth
13	Thirteenth	Fourteenth
14	Fourteenth	Fifteenth
15	Fifteenth	Penthouse 1
16	Sixteenth	Penthouse 2
17	Seventeenth	Penthouse 3
18	Eighteenth	Penthouse 4

Finished floor to ceiling heights vary throughout the Units and from room to room within each Unit, with bathrooms and kitchens not less than 7’-10” high, living rooms and bedrooms not less than 8’-0” high, except in a limited areas with structural beams and mechanical soffits, in which case the finished floor to ceiling height will be not less than 7’-0”.

5. Equipment Rooms:
   i.) The building bulkhead above the roof level will have the two (2) elevators overrun enclosure with elevators control room.
   ii.) The building water heater will be located on the 15th construction floor.
   iii.) No additional equipment room is provided for the HVAC system.
6. Parapets: Height from top of roof finish to top of parapet coping or railings will be a minimum of 3'-6".

H. Structural Systems:

The foundation of the building will consist of cast-in place concrete walls, piles, pile caps, grade beams and slab on grade bearing on subgrade. The building is supported on mini piles socketed into bedrock with a minimum capacity in compression 120 tons.

No sub-grade drainage system is provided for the foundation of the building.

No underpinning is required.

The superstructure including all balconies, roof levels and floor levels consists of conventionally reinforced cast-in-place concrete flat plate slabs with a general thickness of 8" supported on cast-in-place concrete columns and shear walls. Lateral resistance to earthquakes and wind loads is provided by the concrete shear walls with a general thickness of 10". At roof levels, platforms supporting several pieces of mechanical equipment are constructed of structural steel.

i.) Voltex Waterproofing is provided for concrete outside of foundation walls and under pile caps, grade beams and slab on grade.
ii.) Floor between units to comply with the IIC rating of 50 as specified by NYC 2014 Building Code, Section 1207.3.

1. Exterior of Buildings:
   i) Walls:
      a. The building exterior wall construction at the front of the building consists of metal framed wall with finish consisting of brick veneer and rain-screen metal panel system. The back and side walls consist of a mix of concrete shear walls, concrete block, metal framed finished with EIFS. Metal studs shall have cavity insulation with a minimum R-31 value, EIFS shall have a minimum. of R-12.5 value, rain-screen metal panel system shall have a minimum of R-12.5 value.
      b. Walls covered with an adjacent building shall be constructed of concrete or concrete block walls only, the cavity space between the building and the adjacent building to be filled with spray applied closed cell insulation with a minimum R-14 value.

         The closed cell insulation between the building to be provide the required psi range as per NYC building code chapter 16, section 1613.7.1 Masonry structures.
      c. Local Law 11/98 will apply to the relevant façade inspection cycle which will begin five years after the building's completion.

         Such architect or engineer shall submit a written report certifying the results of such examination to the commissioner, clearly documenting the condition of the exterior walls and appurtenances thereof, as either safe, unsafe or safe with a repair and maintenance program. The report shall include a record of all significant

deterioration, unsafe conditions and movement observed as well as a statement concerning the water tightness of the exterior surfaces. Such a report must be signed by and bear the professional seal of such an architect or engineer. The condominium association shall be responsible for managing and paying for the inspection and associated report.

ii) Windows:

a. The windows throughout the building will be manufactured by Schuco, or comparable. The windows are a mix of casement and picture windows. All windows to be constructed of aluminum frame with thermal break, thermally insulated double pane, clear non-tinted and low-e glass. There will be a professional grade one-year warranty for labor and materials and a fifteen-year manufacturer's warranty for glass and aluminum frames.

All windows will have aluminum sill and header finish. All windows are anchored to light gauge metal framed exterior wall; no window lintels are provided.

Screens are not provided for any window or door.

b. All windows hardware to be installed in accordance with ADA requirements.

c. There are lot line windows on the North and South sides of the building that are located on the property line above the existing 4 story adjacent residential buildings.

Lot line windows start on the 6th floor on both north and south sides.

Each window will be protected with a sprinkler head, refer to offering plans for location of lot line windows.

One (1) lot line window is located in each Unit no.605, 705, 801, 805, 901, 905, 1001, 1005, 1101, 1103, 1104, 1201, 1203, 1204, 1401, 1403, 1404, 1501, 1503 and 1504.

Two (2) lot line windows are located in Unit 602, 702, 802, 902, 1002, 1102, 1402 and 1502.

All lot line windows are not counted toward the mandatory light and ventilation requirements. All lot line windows are fully compliant with all applicable building codes and regulations.

d. All habitable rooms are provided with adequate natural light and air.

e. The New York City Health code Chapter (12), [s. 131.15] requires owners of multiple dwellings (3 apartments or more) in NYC to provide, install, and maintain window guards when a child (or children) ten years or younger lives there. Tenants with no children, or none living at home, may also request and receive window guards if they want them for any reason. Window guards approved by the NYC Department of Health (DOH) must be professionally installed according to DOH specifications in all windows, including bathroom windows if any. The installation must conform to the NYC Health Department specifications or the owner will be in violation and ordered to replace or correct them.

f. Windows shall be professionally installed and caulked as per the manufacturer's specifications.

g. Storefront will be manufactured by Schuco, or comparable. All storefronts will be curtain wall system consisting of picture windows, entry doors and integrated louvers.

The curtain wall system to be constructed of aluminum frame with thermal break, thermally insulated double pane, clear non-tinted and low-e glass.

iii.) Landmark status: The Buildings do not have landmark status and is not located in a historic district.

2. Parapets and Copings:
   i.) The parapets will be a combination of solid masonry walls or tempered/laminate glass.
   ii.) The masonry parapets will be finished with EIFS on the roof side.
   iii.) Flashing: Exposed exterior flashing for the Building shall be stainless steel or aluminum.
3. Chimneys, Caps and Flues:
   i.) There will be four sets of flues, one for each of the four Hot Water Heaters. Each flue hall be 4" CPVC Piping located at the roof of the water heater room on 15th construction floor as per NYC DOB requirements and equipment manufacturer's specifications.

   Refuse chute: access to a refuse chute is provided at every residential floor.

   ii.) No boiler or chimney is provided.
4. Balconies and Terraces:
   i.) Some of the Residential Units will have one (1) balcony or one (1) private roof terrace or both as shown on the floor plans on 2nd to 18th construction floor. Only Unit 602 will have one (1) balcony and one (1) private terrace, Unit PH2, PH3 and PH4 will have two (2) balconies. Balconies walking surfaces will be finished with concrete traffic coating.

   Terraces walking surfaces will be anti-slip resistant 2'x2' concrete pavers or equal on pedestals.

   The outdoor residential common courtyard on the first floor and roof terrace on the main roof can be reached by all elevators or stairs. The residential common outdoor spaces are for the use of all Residential Unit Owners and will be surfaced with anti-slip resistant 2'x2' concrete pavers or equal on pedestals.

   ii.) Balustrade: N/A
   iii.) Railings: A minimum of 3'-6" aluminum and tempered/laminate glass railings across part of private and common terraces.
   iv.) Copings: Aluminum copings at all masonry parapets and concrete curbs.
   v.) Soffits: EIFS to be used for all soffits finish above the first floor. Metal panel soffits are to be used for first floor soffits only at front of the building.
   vi.) Doors to terraces and balconies: Aluminum and glass doors will be manufactured by Schuco, or comparable. All doors to be constructed of aluminum frame with thermal break, thermally insulated double pane, clear non-tinted and low-e glass.
5. Exterior Entrances:
   i.) Exterior Doors and Frames:

   The main entrances are free of tripping hazards and ponding. Adequate lighting is provided. All metals are corrosion free. Entry into the building's first floor is ADA compliant.

   The building lobby aluminum and glass doors will be manufactured by Schuco or comparable. Doors will be constructed of aluminum frame with thermal break, thermally

insulated double pane, clear non-tinted and low-e glass. Access will be provided by electronic card for each residence.

ii.) Vestibule doors: N/A

iii.) Exterior Stairs: N/A

iv.) Railings: N/A

v.) Mailboxes: The building mailboxes are accessed directly from the lobby on the first floor and will be USPS. Government approved.

vi.) Lighting: Lighting will be provided at the exterior of the main entrance as required by NYC 2014 Building Code.

vii.) Canopy: A concrete canopy with metal panel cladding is located at the main residential entrance.

6. Service Entrances:

   i.) Doors and Frames: N/A

   ii.) Gates: N/A

   iii.) Exterior Stairs: N/A

   iv.) Railings: N/A

7. Roof and Roof Structures:

   i.) Roof Types: The building terraces and roofs will be finished as follow:

   a. Soprema flam 180 SBS-Modified Bitumen or comparable flat with roof system with drains.

   b. Roof Insulation: Insulation shall provide Minimum value of R-30 as required to meet the NYS Energy Codes.

   c. Surface finish: All roof surfaces will be anti-slip resistant 2'x2' concrete pavers on pedestals or comparable. Pavers are provided as walking surface and hold the roof insulation in place and shall retain the manufacturer warranty.

   d. Bond or Warranty: A 20 year No Dollar Limit (NDL) manufacturer's warranty for materials & labor to commence upon completion of job.

   e. Flashing Material: There will be stainless steel or aluminum counter flashing and membrane base flashing as required and will be compatible with the roofing manufacturer's recommendations.

   f. Sustainable roofing is not provided as per NYC Buildings Bulletin 2019-010 under exemption #2 &5 for the roof usage of passive recreational activities and mechanical equipment.

   ii.) Drains:

   a. The main roof and roof terraces will be provided with control-flow type cast iron roof drains and associated over-flow drains, 3" & 4" as per approved DOB plumbing drawings. Main roof, courtyard roof over cellar and roof terraces drains are provided on the 1st, 2nd, 5th, 6th, 11th, 15th and 16th construction floors.

   Some of the balconies will be provided without control-flow type cast iron roof drains, 3" as per approved DOB plumbing drawings. Balconies drains are provided on the 3rd, 12th, 13th, 14th, 16th, 17th and 18th construction floors. The owner of each

private terrace and/or balcony with roof drain shall be responsible for keeping the drain clear and unobstructed at all times. All common roof terraces, private terraces and balconies surfaces are protected with roof membrane to prevent any leak or potential damage to unit below.

b. Gutters and leaders: The roof bulkhead is equipped with one (1) aluminum scupper and one (1) aluminum leader discharging to main roof.

iii.) Skylights: N/A

iv.) Bulkhead:

a) Stairs: The bulkhead will be Concrete and metal studs framing finished with EIFS.

b) Elevators: The bulkhead will be Concrete finished with EIFS.

c) Bulkhead of stairs, elevator lobby, elevator overrun, and elevator control room will create one bulkhead mass.

v.) Metal Work at Roof Levels:

a) Exterior metal stair: N/A.

b) One (1) vertical ladder and one (1) cage are made of aluminum and provided for bulkhead roof access. No gooseneck is provided.

c) Glass railing at the balconies, roof terraces and main roof are provided.

d) Hatches to Roof: N/A

e) Other: N/A

vi.) Roof Top Facilities:

a. There is a zoning compliant external common use recreational spaces on the main roof and courtyard. The roof recreation space is 920 square feet net area and will accommodate 18 occupants as per DOB approved plans. The courtyard recreation space is 479 square feet net area and will accommodate 16 occupants as per DOB approved plans. The dimension of the outdoor recreation spaces qualified with the zoning resolution to be 15 feet minimum. All outdoor recreation spaces complies with zoning and building code regulation.

Courtyard furniture layout and built-in will not create any obstacles for FDNY access. Main roof recreation spaces is located over 100 feet above street and FDNY access is not required as per NYC fire code.

The main roof and courtyard recreation spaces will be allocated as an accessory to the building residential use in the Certificate of occupancy.

Furniture and equipment will be provided by the sponsor.

b. All exterior metals, including fasteners, shall be primed or corrosion resistant.

c. No floor area may be added.

d. The Condominium shall have unlimited access to all areas of the roof for the purposes of making inspections or repairs.

e. There are no rooftop antennae, cell phone towers, satellite dishes or lighting protection on the roof.

8. Fire Escapes: N/A

9. Yards and Courts: Courtyard with a width of 37’-0 ¾” and a depth of 21’-0” is provided and is limited to the residential tenant use only as common outdoor space. The courtyard is located on the first floor with direct access from the elevator lobby.

   No rear, front or side yards are provided. for residential or commercial uses.

   i.) Paving: N/A

   ii.) Drainage: The courtyard will be provided with roof drains and connected to the building storm drainage system.

   iii.) Railings: N/A

   iv.) Stairs: N/A

   v.) Fencing: Fencing is provided between the courtyard and adjacent lots on the north and west sides with steel posts for support and weather resistance wood or composite panel board.

   vi.) Walls: N/A

10. Interior Stairs:

   i.) Interior Stairs:

   The building will have two residential fire stairs within the Residential Common Elements, which will extend from the cellar to the main roof level and provide egress.

   One of the residential stairs will extend to the elevator control room and elevators overrun at the bulkhead level.

   One egress stair will be provided from Commercial unit #1 storage space on the cellar floor to the first floor. The Commercial #1 stair will be provided within the Commercial space.

   All stairs will comply with NYC 2014 BC.

   ii.) Enclosure: The residential stairs will be enclosed with a min. 2-hour fire rated wall construction as per NYC 2014 BC.

   The residential stairs interior to be exposed concrete and gypsum board finished with commercial grade paint.

   iii.) Stair Construction: All stairs will be made of cast-in place concrete.

   iv.) Stringer: All stairs will have no stringers.

   v.) Treads: All stairs’ treads will be made of cast-in place concrete without inserts.

   All stairs’ treads will be finished with anti-slip coating.

   vi.) Risers: All stairs’ risers will be made of cast-in place concrete

   vii.) Guard Rails: The residential stairs shall have one steel pipe handrail on each side of each stair. The commercial stair shall have one steel pipe handrail on each side in addition to a guard rail on the open side.

   All stairs guard rails and handrails shall be installed in accordance with the NYC 2014 Building Code.

   viii.) Balustrade: N/A

11. Interior Doors and Frames:

   i.) Unit entrances and interior doors and frames:

The Residential Units shall be accessed from the passenger elevators or common stairs via a public hallway, with key access to each Residential Unit. All residential units' entry doors and frames shall be hollow metal with a fire rating of 90 minutes to meet NYC 2014 Building Code.

Interior doors and frames within all residential units shall be wood doors with hollow metal frames and meet NYC 2014 Building Code.

ii.) Corridor doors and frames: All doors and frames accessed via a public hallway shall be hollow metal with a fire rating of 90 minutes to meet the NYC 2014 Building Code.

iii.) Stair hall doors and frames: The doors and frames to the stairs shall be hollow metal with a fire rating of 90 minutes to meet the NYC 2014 Building Code.

iv.) Roof doors, cellar doors and Frames: These doors and frames shall be hollow-metal and will meet NYC 2014 Building Code.

12. Elevators:

i.) There shall be one elevator bank with two (2) passenger cab elevators servicing residential use of building. No dedicated service elevator is provided.

ii.) Elevators are manufactured by Delaware Elevator Manufacturing (DEM) or comparable.

One (1) dedicated passenger cab elevator shall have a capacity of 3,500 pounds to accommodate an ambulance stretcher and fire service elevator as required by NYC 2014 Building Code and one (1) passenger cab elevator shall have a capacity of 2,500 pounds each.

iii.) All elevators' cabs will be used utilized passenger use. No dedicated service elevator is provided, the stretcher elevator shall be used for service when needed.

iv.) All elevators shall have a duplex automatic control.

v.) "The elevators will serve all residential floors and extend from the cellar to the main roof.

vi.) The elevators will be Machine Room Less (MRL) type.

vii.) The elevators doors will be single speed sliding automatic doors.

viii.) There will be an elevator control room located next to the overrun on the bulkhead level.

ix.) Motor provided by Torin/TSM-3535-HV-10mm or comparable.

x.) Limited Use/Limited Application lift: N/A

13. Elevator Cabs:

Residential elevator cabs shall be in conformance with applicable code provisions.

i.) Elevators cabs to be manufactured by custom millwork contractor.

ii.) Floor: Porcelain tile.

iii.) Walls: Medium Bronze metal panel.

iv.) Ceiling: Stainless Steel.

v.) Door: Paint.

vi.) Lighting: Recessed LED fixtures.

vii.) Alarm, safety system:

a. The elevators will be linked to the building fire alarm system as required by the NYC 2014 Building Code.
b. An emergency intercom will be provided in the cabs.
c. Elevator cabs will be provided with recall feature as part of the total elevator control system design.

I. Auxiliary Facilities:

1. Laundry Room or Closet: Washer and dryer closet is provided in each Residential Unit. There is no common laundry room.
   i.) Location and number: One stackable washer and one dryer are provided in each Residential Unit.
   ii.) Clothes washers: One electric residential grade washer is provided in each Residential Unit.
   iii.) Clothes dryers: One electric residential grade dryer is provided in each Residential Unit.
   iv.) Room ventilation: No ventilation is provided for washer/dryer closets.
   v.) Dryer ventilation: Ventless dryer is provided in each residential unit.
2. Refuse Disposal:
   i.) Incinerators: N/A
   ii.) Trash Chutes: Access on every residential floor from 2^{n} to 18th floor only.
   iii.) Compactors: The compactor for Residential use is located in the compactor room on the cellar floor.

   Manufacturer: Chute Enterprises.

   Model: CE-150.

   Capacity: 11 Cubic yard per 1 hour.

   Recycling of designated materials will be per local law requirements. Recyclables (if required) will be stored in the refuse room or compactor room.
   iv.) Approvals by authority having jurisdiction: Refuse disposal approval is included in the New Building approval by the DOB.
   v.) Pick-up schedule: Bags and recyclables from the residential refuse room shall be transported to the street by the building staff, and then removed by the New York City Department of Sanitation. The Commercial Units Owners or Commercial tenants shall be responsible for the refuse removal from their respective Commercial Units.
3. Recreation Rooms: In addition to the outdoor recreational spaces previously referenced, the following indoor recreation rooms are provided:
   i) Residential exercise room fitted with fitness equipment, with a net floor area of 659 square feet is located on the cellar floor. The exercise occupiable net area of 609 square feet will provide maximum occupancy is 12 occupants as per approved DOB plans.
   ii) Residential lounge with a net floor area of 674 square feet is located on the cellar floor.

   The lounge occupiable net area of 522 square feet will provide maximum occupancy of 26 occupants as per approved DOB plans.

iii) Residential exercise room with floor area of 969 square feet located on 4th floor.

The exercise occupiable net area of 969 square feet will provide maximum occupancy is 19 occupants as per approved DOB plans.

The room provides two zones of activities as follow:

a. Unregulated half basketball court with double height ceiling.

b. Exercise space without fitness equipment.

All residential recreation rooms can be reached by all elevators or stairs and are for the use of all Residential Unit Owners. All indoor recreation room will be enclosed with 2hr fire rated walls from the adjacent means of egress, rooms and spaces.

All indoor recreation spaces will be ventilated with VRF units' system and fresh air supply as per approved DOB mechanical drawings.

All indoor recreation spaces will be provided with the required fire safety devices and lighting complying with electric and energy codes.

4. Storage Rooms:

One (1) residential storage room of 155 square feet that includes five (5) storage bins will be located on the premises on the cellar floor. The storage room will be a General Residential Units' Limited Common Element for the exclusive use of Residential Unit Owners and the five (5) storage bins located therein will be subject to a license agreement for the exclusive use of a Residential Unit Owner. The storage spaces will not have individual tax lot designations.

CMU walls enclosing the storage room and bins will be painted and extended full height to underside of first floor concrete slab. The storge room will have exposed concrete ceiling with height of 11'-4" from floor finish to underside of first floor concrete slab.

The storage room will have secured limited access by hollow metal door and card for bins owners and building management only.

Storage Bins: Each bin will be enclosed with metal wire mesh screen and the building CMU walls. The wire mesh screen enclosures panels are stationary with one single 36" wide swing door for each bin. The wire mesh screen will be finished with powder coat paint. The enclosures wire mesh screen panels and doors will be 7'-6" in height without ceiling.

Each bin will be provided with a padlock lug and each bin owner to provide the lock.

Bins Area: Bin # 1, 2 & 3 = 11 square feet each, Bin # 4 = 12 square feet and Bin # 5 = 32 square feet.

One (1) residential bicycle storage room of 470 square feet will be located on the 3rd floor with racks for a minimum of 33 wall and/or floor mounted. The bicycle storage room will be provided with an access key for bikes owner only.

The bike room will be enclosed with 2hr fire rated gypsum board and metal studs framing and hollow metal access door.

5. Mail and Package Rooms:

One (1) Mail room is located on the first floor with direct access to all residential tenants from the lobby without access restriction.

One (1) Package room is located on the first floor and will be enclosed with gypsum wall board as indicated on floor plans with metal door accessed by the doorman.

6. Mechanical Rooms:

   The water and gas services rooms, the electrical switchboard room, as well as other accessory mechanical spaces are located on the cellar floor.

   One (1) Mechanical room with ERV equipment for the building common use HVAC is located on the second floor with exterior access to the adjacent mechanical roof. The adjoining mechanical roof on the second floor will provide a location for the commercial outdoor HVAC units.

   Hot water heaters for the Residential Units and common areas will be located on the 15th floor with outdoor access through the designated mechanical equipment roof area.

   Access to the hot water heater room and the mechanical roof area on the 15th floor will require access through the residential unit PH-1.

   One (1) Mechanical room located on the third floor with HVAC equipment for the 4th floor recreation room (half basketball court) located directly above it.

J. Plumbing and Drainage:

1. Water Supply:
   i.) A 4" ductile iron domestic service is provided from a New York City water main located in 2nd Avenue. duplex domestic water booster pump, with 125 GPM capacity and provides proper operating pressure to the building. The duplex booster pump is a Bell & Gossett 33SV30GL4F60 with a 1 year warranty.
   ii.) Piping is of type "L" copper tubing with copper or cast bronze fittings.
   iii.) There is a main shut off valve at the point of entry. A NYC DEP Approved backflow preventer is provided on the water service.
   iv.) Hot and cold-water piping shall be insulated throughout with 1" John Manville "Micro-Lok" pipe insulation or comparable.
   v.) Plumbing Permit #123756015-03-PL was issued under NB application #123756015, Doc #3.
   vi.) Site connections permits to be issued by DEP and the work to be completed under individual Permits for 8" combined sanitary and storm connection, 6" fire protection water service and for 4" domestic water service.
2. Fire Protection System:
   i.) One 6" diameter metered ductile iron fire line connected to the New York City water main located in 2nd Avenue will be provided for the combination Sprinkler/Standpipe system. A double check valve detector assembly with by-pass meter will be located on the cellar floor.
   ii.) Fire hydrants are located on the City streets for fire protection as required. One fire hydrant is located directly on the sidewalk fronting the building along the 2nd Avenue.
   iii.) The combination Sprinkler/Standpipe system is pressurized by an automatic fire pump which is located on the cellar floor. The fire pump is an A-C Fire Series 1580 (H)6x6x611 F-L Vertical Inline. The jockey pump is a Grundfos Model CR3-15 Vertical Multi-stage. A 1-year maintenance contract is provided with the equipment representative. The building is protected by combined Sprinkler/Standpipe system.

iv.) Sprinkler heads within the Residential Units, Commercial Spaces and Common areas shall be a combination of upright, concealed and side-wall type sprinkler heads. The Sprinkler system serving these areas is a Wet-Type sprinkler system that complies with NYC 2014 Building Code.

v.) There shall be one (1) Fire Department Connections 3"x 3"x6" serving the building and located on the 2nd Avenue exterior wall.

3. Water Storage Tank: N/A.
4. Domestic Water System:

   i.) Water is distributed to all fixtures and equipment through a series of water risers. Piping will be Type "L" copper tubing within the building.

   ii.) Hot water is produced by four (4) gas-fired, hot water heaters with two (2) storage tanks located on the 15th floor. These are manufactured by Lockinvar, Model AWH1000NPM or comparable with a storage capacity of 119 each. The heaters have a 2-year warranty and a 98% energy efficiency rating.

5. Sanitary Sewage System:

   All sanitary drainage serving the building is connected to the public street sewer in 2nd Avenue. All sanitary drainage flows to the City sewer by gravity except for one (1) sewage ejector for the cellar floor drainage. The sewage ejector is a Liberty Pumps Model LE103M3-2 and have a warranty of 3 years. Waste lines and vent stacks shall be cast iron.

6. Storm Drainage: All storm drainage is connected to the public street sewer in 2nd Avenue.

   Storm lines shall be cast iron. The building to be provided with adequate terrace and roof drains as required. The elevator sump pump is a Stancor SE50 with a warranty of 1 year.

7. Gas Supply: The building will be provided with gas service for domestic hot water heaters, cooking, and generator. The piping material is black steel Schedule 40 pipe or comparable with malleable iron fittings.

K. Heating:

1. Space Heating and cooling for each Residential Unit shall be provided by hot and cool air supplied via individual air-handlers. Air handlers shall be ceiling mounted in each of the units. The associated condenser units shall be roof mounted.

   All residential common corridors, lobby, exercise/recreation rooms shall be provided by hot or cool air supplied via individual ceiling mounted air-handlers in each space/room.

   Residential compactor room, UPS closet and elevators control room shall be provided by hot or cool air supplied via individual wall mounted air-handlers in each space/room.

   The Heat Pump Units are to be manufactured by Samsung or comparable.

   All HVAC equipment will meet minimum code (ASHRAE 90.1, 2013) requirements for heating and cooling efficiency.

   Other common areas (BOH) and stairs will be provided with electric heating elements as required.

2. The heat pump units are approved per UL-1995. The heating system is designed to meet the NY State Energy Code. The system will maintain a minimum 72°F interior temperature at 15°F outdoor temperature with a 10MPH wind as per NYS Energy Code.

3. Operation of each water source heat pump will be controlled by a 7-day programmable remote mounted digital thermostat with automatic change over to provide heating or air conditioning.
4. Radiators, piping, insulation, valves, and pumps:

   There are no water-based radiators in the building. There is no piping, insulation or pumps associated with water-type heating radiators.
   Duct insulation where required for supply ductwork shall be 1½" thick flexible duct insulation, 0.75lb/cu.ft. density with a maximum K-factor of 0.30 at 75 degree mean temperature with reinforced foil faced, flame resistant, aluminum foil vapor barrier and facing will have a combined flame spread rating no greater than 25 and smoke developed rating not exceeding 50. For fresh air intakes, where required, mixed-air ductwork, and louver blank-off panels, provide rigid duct insulation 4.2 lbs/cu.ft. density with a max K-factor of 0.24 at 75°F mean temperature with white vinyl foil barrier facing.
5. Fuel: N/A
6. Oil Tanks: N/A
7. Capacity of Oil Tank: N/A
8. Each residential unit has its own heating.
9. Hot Water Heating for Residential:

   All models have a 1 year warranty for parts and 5 years for heat exchanger and/or tank.

Units	Manufacturer	Model	Capacity	Efficiency
201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404, 405, 501, 502, 503, 504, 505, 601, 602, 603, 604, 605, 701, 702, 703, 704, 705, 801, 802, 803, 804, 805, 901, 902, 903, 904, 905, 1001, 1002, 1003, 1004, 1005, 1101, 1102, 1103, 1104, 1201, 1202, 1203, 1204, 1401, 1402, 1403, 1404, 1501, 1502, 1503, 1504, PH1, PH2, PH3, PH4	Lockinvar	Awh1000npm	119 gal storage 1187 gph	98%

10. Hot Water Heating for Non-Residential:

All models have a 1 year warranty for parts and a 3 year warranty for tank.

Units	Manufacturer	Model	Capacity	Efficiency
Cellar, 1st fl	Bradford & White	Le120us-1	120 gal storage 12 gph	98%

11. Residential heating:

All models have a 1 year warranty for parts and a 5 year warranty for compressors.

Units	Manufacturer	Model	Capacity	Efficiency
201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404, 405, 501, 502, 503, 504, 505, 601, 602, 603, 604, 605, 701, 702, 703, 704, 705, 801, 802, 803, 804, 805, 901, 902, 903, 904, 905, 1001, 1002, 1003, 1004, 1005, 1101, 1102, 1104, 1201, 1202, 1204, 1401, 1402, 1404, 1501, 1502, 1504	Mitsubishi	Pumy-p36nkmu3	3.0 tons	18.3seer
1103, 1203, 1403, 1503	Mitsubishi	Pumy-p48nkmu3	4.0 tons	16.5seer
PH1, PH2, PH3, PH4	Mitsubishi	Pumy-p60nkmu3	5.0 tons	20.0seer

12. Non-Residential Heating:

All models have a 1-year warranty for parts and a 5 year warranty for compressors.

Units	Manufacturer	Model	Capacity	Efficiency
Gym, lounge, lobby, rec1	Mitsubishi	Pumy-p60nkmu3	5.0 tons	20.0seer
Cellar	Mitsubishi	Pumy-p48nkmu3	4.0 tons	16.5seer
Elevator control room	Mitsubishi	Puz-a36nka7	3.0 tons	27.0seer
Roof	Mitsubishi	Puz-a12nka7	1.0 tons	20.0seer
Rec2	Mitsubishi	Pumy-p36nkmu3	3.0 tons	18.3seer

L. Gas Supply:

As described in section (D).

M. Air Conditioning:

1. Space Heating and cooling for each Residential Unit shall be provided by hot and cool air supplied via individual air-handlers. Air handlers shall be ceiling mounted in each of the units. The associated condenser units shall be roof mounted.

   All residential common corridors, lobby, exercise/recreation rooms shall be provided by hot or cool air supplied via individual ceiling mounted air-handlers in each space/room.

   The Heat Pump Units are to be manufactured by Samsung or comparable.

   All HVAC equipment will meet minimum code (ASHRAE 90.1, 2013) requirements for heating and cooling efficiency.
2. Within the Residential Units, Air-Handlers are located within ceilings of Bedroom Closets and soffit ceiling space in the Living Area.
3. The heat pump units are approved per UL-1995. The heating system is designed to meet the NY State Energy Code. The system has adequate capacity to maintain comfortable conditions under anticipated weather conditions and has been designed to maintain a minimum 72°F interior temperature at 15°F outdoor temperature with a 10MPH wind as per NYS Energy Code.
4. The cooling system's capacity is adequate to maintain comfortable conditions under anticipated weather conditions and has been calculated to maintain 76°F indoors with base ambient temperatures at 80°F.
5. There are no Cooling Towers servicing the building.
6. All Roof top equipment shall have neoprene vibration isolation pads to prevent equipment vibration and noise from reverberating in the residential units below.
7. Air-Handling units are installed within the individual units as part of the split system. Controls are via a 7-day programmable remote mounted digital thermostat with automatic change over to provide heating or air conditioning Manufacturer's warranty is 1-year parts and 6-year on the compressor motor.
8. Operation & Maintenance manuals shall be provided to the Condominium management.
9. Duct insulation where required for supply ductwork shall be 1½" thick flexible duct insulation, 0.75lb/cu.ft. density with a maximum K-factor of 0.30 at 75°F mean temperature with reinforced foil faced, flame resistant, aluminum foil vapor barrier and facing will have a combined flame spread rating no greater than 25 and smoke developed rating not exceeding 50. For fresh air intakes, where required, mixed-air ductwork, and louver blank-off panels, provide rigid duct insulation of 4.2 lbs/cu.ft. density with a max K-factor of 0.24 at 75°F mean temperature with white vinyl foil barrier facing.
10. The insulation for the rooftop piping is 2" thick mineral wool, protected with 0.016 thick corrugated aluminum jacket with a factory applied vapor barrier.
11. Exterior metals, including fasteners, shall be corrosion free or primed.

Miscellaneous Systems: Residential compactor room, UPS closet and elevators control room shall be provided by hot and cool air supplied via individual wall mounted air-handlers in each space/room.

N. Ventilation:

Each residential bathroom is ventilated by a ceiling grill connected to a continuous exhaust system connected to roof exhaust fan or ERV unit with outputs of 50cfm each. PH 1, 2 & 3 secondary bathrooms are vented directly to outside wall with individual fan within each bathroom.

General exhaust will be located near the kitchen area in units with more than 30 feet between the kitchen back wall and the exterior windows as per code. All exhausts are connected to common risers to the ERV that discharge to the outside. The quantity of air being exhausted differs per riser and can be found on approved mechanical drawings.

All windowless rooms in the building common spaces such Corridor, Lobbies, (400cfm), Cellar, Cellar Recreation Rooms, (100cfm), Cellar Corridor (100cfm) and Cellar Residential Storage (100cfm) are provided by ventilation from the ERV unit with air quantities as required by NYC 2014 Building Code. The noise emission rating has been satisfied through code specifications requiring Section 928 of 2014 NYC MC to be complied with.

O. Electrical System:

1. Service of the Main switchgear is rated for a capacity of 4,000 amperes, 120/208 volts, 3 phases, 4-wire. Wiring is a mix of aluminum and copper feeders. The feeder to the residential units is aluminum.
2. Service to individual residential units' feeders to run from distribution boards in the electric closets on the residential floors 2nd, $6^{th,}$ and 11th. Residential Unit feeders vary in size as required by load and voltage drop. Services to the individual Units are rated at 120/208 volts, 1-phase, 3-wire with 100 ampere capacity, except Unites 1103, 1203, 1403, 1503, PH-1, PH-2, PH-3, and PH-4 are 125 ampere. All feeders to the residential units are aluminum and branch circuit wiring is copper. An average of 30 circuits per Residential Unit is provided. All work will be in accordance with Code requirement and as listed in the drawings.

   Service to each of the two (2) commercial units consists of the following: a utility metered switch rated for 400 amperes, 3-phase, 4-wire, 120/208 volts with an associated copper feeder rated for the same and a panelboard rated for 400amperes containing 42 circuit breaker spaces.

   The building contains an Emergency Stand-by Generator located on the roof bulkhead.

   The generator is rated for 180KW with an output of 120/208volts, 3-phae, 4-wire and a main output circuit breaker rated for 600amperes. The generator is manufactured by Kohler, Model KG 180 with a 1-year basic limited warranty. The generator is to be housed in a sound-attenuated enclosure. The generator utilizes natural gas as its fuel source. During and outage.

   The generator can operate for an infinite length of time as long as the utility supplied natural gas is available. The generator supplies power to the following items: Fire Alarm System, ARCS System, Elevators, Smoke Fan, sump pump, sewer ejector pumps, gas booster pump, life-safety lighting, and miscellaneous receptacles.

3. Compartment Switch Gear: The electrical service room, switchboards, and distribution panels will be located on the cellar floor. The Residential Section loads shall be fed by sub-metered panels in each. There are panelboards on floors 2nd, 3rd, 6th, 8TH, 11th, 13th, and 14th construction floors.

   The equipment will be rated to comply with the New York City Code and will consider all equipment provided in Residential Units, such as washing machines, clothes dryers, dishwashers, microwaves, etc.

   The service to each unit and the associated panelboard is adequate for modern usage and compliant with all applicable codes.

4. Unit Service: adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwashers and dryers. The service complies with all applicable codes.

5. Adequacy:

   i.) Service: Capacity provided for each Residential Unit will be in accordance with Code requirements in various sizes.

   ii.) Lighting Fixtures are provided in storage rooms, utility rooms, stairs, corridors, package room and mechanical rooms with power densities that conform to the NYS ECC. Necessary exterior lighting will be controlled by the use of time clocks, time switch, and photocells. All outdoor receptacles are specified to be weatherproof and GFI.

   Ceiling mounted lighting fixtures are to be provided in bathrooms, foyers and kitchens. Fixtures are to be LED types. Living room/dining rooms and bedrooms contain switched receptacles.

   iii.) Convenience receptacles are provided every 12 feet or part there of as required by code for residential units. Integrated appliances outlets are provided as per manufacturer recommendation for each piece of equipment. Outlets above countertops are provided for small appliances and as required by code.

6. Ground fault receptacles are provided in all bathrooms and kitchens. Ground fault receptacles with weather resistant enclosure are provided at all Residential balconies and terraces.

7. There is one gas-fired generator above bulkhead roof is provided as required per NYC 2014 Building Code.

P. Low Voltage, Intercom and Security Systems:

1. Low voltage services for the building will enter the building from 2nd Avenue and will be fed into a Telecom closet located on the cellar floor. It will then be distributed through risers and sleeves. Each residential unit will receive telephone service.
2. The building is provided with an Audio & Video intercom system linking the building's entry with each residential unit by Carson complete integration, 2N IP.
3. Closed circuit television cameras will monitor selected common spaces by HikVision.
4. The buildings will not be equipped with a Master Television Antenna System.
5. A minimum one-year manufacturer warranty will be provided for all systems.

Q. Public Area Lighting:

1. Public area lighting will comply with all applicable codes.
2. Architectural LED lighting fixtures recessed and decorative will be provided in the lobby, corridors, and common spaces.
3. LED lighting fixtures surface mount will be provided in the stairs, mechanical rooms, storage rooms and utility rooms.

Item	**Manufacturer**	**Model #**
Lobby & Corridors	Inspira Multiple Heads Recess Light	INSMULTI-MC Or comparable
Lobby	Inspira 2D Recess Light	INS2DMC Or comparable
Residential Cellar Recreation Lounge & Exercise Room	Inspira 2D Recess Light	INS2DMC Or comparable
Residential Cellar Recreation Lounge	Surface Mount Downlight	LPC4-SM Or comparable
Residential Cellar Recreation Lounge	Custom Light	TL-FB2835, Tape Light Or comparable
Residential Cellar Recreation Lounge	Led Pax Technology	Wave,56 inch. Or comparable
4th floor Residential Recreation Room (Basketball Court)	Inspira 2D Recess Light	INS2DMC Or comparable
4th floor Residential Recreation Room (Basketball Court)	Custom Light	TL-FB2835, Tape Light Or comparable
Residential Units Entry	Norfolk	601431-LED Or comparable
First Floor Façade & Canopy	Klus Extrusion length as per drawings	Extrusion HR-OPTI TL-FB2835, Tape Light Or comparable
Package Room & cellar Corridor	Inspira 2D Recess Light	INS2DMC Or comparable
Mailbox Room	Led Pax Technology	Custom, 32 inch. Or comparable
Exterior at Courtyard, Terraces & Main Roof	Waclighting	WS-W14911 Or comparable
Exterior at Main Roof	Waclighting	FM-W2605 Or comparable

R. Garage and Parking Areas:

1. Location of Garage: N/A
2. Location of Parking Areas: N/A
3. Surfaces: N/A
4. Garage ventilation: N/A
5. Garage Fire Protection: N/A
6. Garage drains: N/A

S. Swimming Pool(s):

1. Type and Location on Property: N/A
2. Size: N/A
3. Enclosure: N/A
4. Pumping and Filter System: N/A
5. Water heating equipment or usage of building's hot water feeder: N/A
6. If on Building roof specify structural support system: N/A

T. Tennis Courts, Playgrounds, and Recreation Facilities:

1. Tennis Courts: N/A
   i.) Type: N/A
   ii.) Number and Size: N/A
   iii.) Lighting: N/A
   iv.) Fencing or Enclosure: N/A
2. Playgrounds: N/A
3. Other Recreation Facilities: As described in section I (Auxiliary Facilities).

U. Permits and Certificates:

1. The following recurring inspections will be conducted after the building ins in operation by the NYC Department of Building and FDNY after construction final sign-off and the issuance of the Certificate of Occupancy:
   i) Elevator: Annual CAT-1 Elevator inspection & (Cat-5) Elevator inspection to be performed with rated load and speed every five years from date of installation.
   ii) Fire Alarm: Semi-annual inspections.
   iii) ARCS: Annual certification and five-year recertification are required.
   iv) Sprinkler: Annual inspection is required as per NFPA requirements. In addition to the annual inspection, Fire sprinkler system & Fire Department Connection (FDC) require a hydrostatic pressure test every five years as per current NYC Fire Code, Section 903.5.
   v) Fire Booster Pump: Monthly and Annual flow test as per NFPA 25.

vi) Fire Pump System: Weekly.

vii) Standpipe: Weekly, Monthly, Quarterly and Annually inspections.

viii) Backflow preventer: Annual inspection.

ix) Diesel Engine System: Weekly, Monthly, Semi-Annually and Annually inspections.

x) Gas piping: Inspection every 4 years as per LL152 2016.

xi) Local Law 84 (Benchmarking): LL84 requires annual benchmarking data to be submitted by owners of buildings with more than 50,000 square feet for public disclosure by May 1.

xii) LL126 of 2021: Annual parapet inspection is required as per New York City Administrative Code, Section 28-301.1.1, which went into effect on November 7, 2022.

xiii) Fire doors inspections shall be performed annually in accordance with the manufacturer's guidelines and NFPA 80.

2. The following permits are required to be obtained and signed-off prior to building occupation:

i) Construction fence.

ii) NB construction.

iii) Plumbing.

iv) Electrical.

v) Sprinkler and Standpipe.

vi) Elevators.

V. Violations:

Any Building Code Violations will be corrected prior to the issuance of the Permanent Certificate of Occupancy. The sponsor will cure any outstanding violation prior to the closing.

W. Unit Information:

The Building residential units will be designated as Studio, One Bedroom, Two Bedroom and Two Bedroom PH.

The Building Commercial unit will be finished by the Commercial tenant.

1. Type of finish material used in each type of residential unit given listed in table below.

   All paint and primer will be Benjamin Moore, Grade Ultra Spec 500, with one coat primer and two coats paint.

2. Presence, type and condition of all bathroom fixtures: All fixtures are new as per fixtures schedule below.

3. Method used to calculate Gross Floor area: Measured horizontally, the Residential Unit area is measured from the exterior face of exterior walls adjacent to the Unit to the centerline of the demising wall between Units, Corridors, Elevator, and Stairs.

   Residential Unit (PH) area on 15th – 18th Floors will be the entire floor area without the common egress stair on each floor.

4. Measured vertically, the Residential Unit will consist of the volume from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above.
5. Common Elements which fall within the boundaries of the Residential Unit are not deducted from the square foot area of the Unit but are not part of the Unit.

Units:

Studio / 1 Bath	**Unit**	**Marketing Floor(s)**
0 Bedroom, Living Room/Dining Room, Kitchenette & 1 Bathroom	202-205	2nd - 5th Floors
	203-1003	2nd - 10th Floors
	401	4th Floor
One Bedroom / 1 Bath	**Unit**	**Floor(s)**
1 Bedroom, Living Room/Dining Room, Kitchen & 1 Bathroom	201-301	2nd - 3rd Floors
	501	5th Floor
	1102-1502	11th – 15th Floors
	204-1504	2nd - 15th Floors
	205-1005	2nd - 10th Floors
Two Bedroom / 2 Bath	**Unit**	**Floor(s)**
2 Bedrooms, Living Room/Dining Room, Kitchen & 2 Bathrooms	601-1501	2nd – 15th Floors
	602-1002	6th – 10th Floors
	801-1501	8th – 15th Floors
	1103-1503	11th-15th Floor
Two Bedroom / 2 Bath Penthouse	**Unit**	**Floor(s)**
2 Bedrooms, Living Room/Dining Room, Kitchen & 2 Bathrooms	PH1	Penthouse 1
	PH2	Penthouse 2
	PH3	Penthouse 3
	PH4	Penthouse 4

Finishes/Appliances:

General:

Item	Manufacturer	Model #
Ceiling	Benjamin Moore	Paint, White, Flat Or comparable
Walls	Benjamin Moore	Paint, White, Flat Or comparable
Door Trims and baseboards	Benjamin Moore	Paint, White Satin/Pearl Or comparable
Wood Floors (Kitchen, entry, corridor, living/dining room and bedroom)	Terra Legno	Engineered wood flooring. Bisque, 5-year warranty. Species: White Oak, 5/8” Grade: Select Finish: NeoTech with Aluminum Oxide Or comparable
Wood Floor Underlayment Adhesive	AcoustiTECH	AT-844MS Single Glued Down Or comparable
Kitchen Faucet	Signature Plumbing Specialties	KF1082BR2PC, Satin Nichel. Or comparable
Kitchen Soap dispenser	None	None
Kitchen Sink	Signature Plumbing Specialties	Under-Mounted, KS1175SS12SS-6 Or comparable
Convection Oven 24”	Miele	H7263BPCTS Or comparable
Convection Oven 30”	Miele	H7280BPCTS Or comparable
Convection Oven 30” Unit PH2, PH3 & PH4	Miele	H 7880 BP Or comparable
Speed Oven 24”	Miele	H7240BMCTS Or comparable
Speed Oven 24” Unit PH2, PH3 & PH4	Miele	H7840BMOBSW Or comparable
Warming Drawer 24”	Miele	ESW7010OBSWOr comparable
Cooktop 24”	Miele	KM 2012 G Or comparable
Cooktop 30”	Miele	KM 2032 G

		Or comparable
Range Hood 21”	Faber	INLX28SSV2 Or comparable
Range Hood 28”	Faber	INLX21SSV2 Or comparable
Refrigerator 24” Hinge side as per plan	Fisher & Paykel	RS2484WLUK1 (left hinge) RS2484WRUK1 (right hinge) Or comparable
Refrigerator 30” Hinge side as per plan	Fisher & Paykel	RS3084WLUK1 (left hinge) RS3084WRUK1 (right hinge) Or comparable
Dishwasher	Miele	G 5051 SCVi Active Fully integrated ADA Or comparable
Beverage Cooler Hinge side as per plan Unit 1103, 1203, 1403, 1503 & PH1	Zephyr	PRB24C01BPG Panel Read & Reversale Door Or comparable
Food Waste Disposer	Waste King	L2600, 1/2 H.P. Or comparable
Countertop	Moda Quartz Or comparable	Calacatta Mykonos, Honed Or comparable
Kitchen Lower and Upper Cabinets Finish	Alpi A1 Wood Veneer	Custom Cabinet
Kitchen Recessed Upper Cabinets Finish	White Matte Lacquer	Custom Cabinet
Backsplash	Moda Quartz Or comparable	Calacatta Mykonos, Honed Or comparable

Bathroom:

Item	Manufacturer	Model #
Water Closet	Caroma	Invisi Dual-Flush In-Wall Toilet Suite with Somerton White Bowl & ADA Satin Nichel Button Or comparable
Bathtub Drain side as per plan	Signature Plumbing Specialties	Catalina BT2140AC1-L Catalina BT2140AC1-R Or comparable
Tub Drain	Signature Plumbing Specialties	TDW1000BR23PC, Satin Nichel. Or comparable
Tub, Shower and Hand Shower Trim Kit	Fluid	Wisdom F283075TMB, Satin Nichel. Or comparable
Tub 3-Way Diverting Pressure Balancing Valve	Fluid	F1003B Or comparable
Shower and Hand Shower Trim Ki	Fluid	Wisdom F282076TMB, Matte Black Or comparable
Shower 2-Way Diverting Pressure Balancing Valve	Fluid	F1012B Or comparable
Shower Drain	East Drain	Linear shower drain Series Basic Drain Or comparable
Lavatory Sink	Signature Plumbing Specialties	Custom Solid Surface, matte white. Integrated with countertop. Or comparable
Lavatory Cabinet Single sink 26”	Alpi A1 Wood Veneer	Custom Cabinet
Lavatory Cabinet Single sink 38”	Alpi A1 Wood Veneer	Custom Cabinet
Lavatory Cabinet Double sink 50”	Alpi A1 Wood Veneer	Custom Cabinet
Lavatory Faucet	Fluid	F28003MB Or comparable
Lavatory Countertop Single sink 26”	Signature Plumbing Specialties	LV1373CS2-REV Solid Surface, matte white Or comparable
Lavatory Countertop Single sink 38”	Signature Plumbing Specialties	LV1375CS2-REV Solid Surface, matte white

		Or comparable
Lavatory Countertop Double sink 50”	Signature Plumbing Specialties	LV1376CS2-REV Solid Surface, matte white Or comparable
Bathtub Wall Surround (Secondary Bathroom Type)	Tutto Stone	Industry Gesso Ceramic, 3x12 Matte White. Or comparable
Bathtub Wall Surround (Primary Bathroom Type)	Tutto Stone	Porcelain, Frio Di Basco, Natural finish, 6x24. Or comparable
Walls	Benjamin Moore	Paint, White Flat Or comparable
Vanity Wall. (Secondary Bathroom Type)	Tutto Stone	Industry Gesso Ceramic. 3x12 Matte. Or comparable
Vanity Wall. (Primary Bathroom Type)	Tutto Stone	Porcelain, Frio Di Basco, Natural finish, 6x24. Or comparable
Shower Wall Surround. (Primary Bathroom Type)	Tutto Stone	Porcelain, Frio Di Basco, Natural finish, 6x24. Or comparable
Shower Floor. (Primary Bathroom Type)	Tutto Stone	Porcelain, Frio Di Basco, Natural finish, 24x48. Or comparable
Bathroom Floor. (Secondary Bathroom Type)	Tutto Stone	Porcelain, Frio Di Basco, Natural finish, 24x48. Or comparable
Bathroom Floor. (Primary Bathroom Type)	Tutto Stone	Porcelain, Frio Di Basco, Natural finish, 24x48. Or comparable
Doors & Trims.	Benjamin Moore	Paint, White Satin/Pearl Or comparable
Soap Dispenser.	None	None

Laundry:

Item	Manufacturer	Model #
Washer	Miele	WXD 160 WCS Stackable Or comparable
Dryer	Miele	TXD 160 WP Stackable Or comparable
Washer/Dryer Stacking Kit	Miele	WTV 512 Or comparable

X. Finish Schedule of Spaces Other Than Units:

1. Residential Lobby:
   i) Walls: Wallcovering, laminate panels and mirror.
   ii) Floors: Porcelain tiles.
   iii) Ceiling: Wood panels.
2. Hallways:
   i.) Walls: Wallcovering and wood panels.
   ii.) Floor: Carpet and porcelain tiles.
   iii.) Ceiling: Painted gypsum board.
3. Exercise Rooms:
   i.) Walls: Wood panels, Wallcovering, mirror and Fabric acoustic panel.
   ii.) Floor: Gym rubber flooring and wood mixture.
   iii.) Ceiling: Wood panels and painted gypsum board.
4. Recreational Spaces:
   i.) Walls: Wallcovering.
   ii.) Floor: Porcelain tiles.
   iii.) Ceiling: Wood panels.
5. Mechanical Rooms:
   i) Walls: painted concrete or sheet rock.
   ii) Floor: Sealed concrete.
   Ceiling: painted concrete.

Y. Safety and Warning Devices:

1. An Automatic Smoke/Heat/CO Detection and Sprinkler Fire Alarm System with one-way voice communication and post-fire smoke purge will be provided. The System will be connected to and monitored by a Central Station Monitoring Company.

   The Fire Alarm Control and ARCS panels are located in the lobby.

   Fire alarm central station:

Model: Vigilant VM Series.

Manufacturer: Edwards.

Warranty: 1-year limited warranty.

2. System shall be analog addressable type system.
3. Area smoke detection shall be provided for each mechanical equipment room, elevator control room, electrical service room, top of each elevator shaft, top of each fire stair, and each control panel location. Provide control relays for operation of venting dampers at top of each fire stair and top of elevator hoistway.
4. The system is provided for elevator recall connections to an elevator and for indications of recall to the elevator controller.
5. The system shall be wired with FDNY approved Teflon wiring installed in EMT type conduit where required by Code. Riser junction boxes/auxiliary panels to be located in fire stair.
6. Each residential unit has a combined local annunciating area smoke detector and local annunciating carbon monoxide detector, ceiling/wall mounted in the corridor outside of each sleeping area and within each bedroom. Detectors shall be 120-volt type, hard wired with battery backup.
7. Each residential unit has a fire alarm speaker for receiving notifications (one-way communication).
8. All systems described above are required by NYC 2014 Building Code.
9. An emergency generator is provided for the building as required as per NYC 2014 Building Code.

Z. Additional Information:

1. A site plan showing the roads and outside dimensions of the building is provided.
2. Floor plans for each line type or type of unit shown to scale are provided.
3. Floor to ceiling heights of units is provided in section (G) (4).
4. The approximate total area of each unit is provided with each unit plan.
5. An overall floor plan showing the unit boundaries and the relationship of units to each other on each floor is provided.
6. The minimum residential storage bin height is 7’-6” from the floor finish to the top of enclosure.
7. The residential storage bins enclosure material is a metal wire mesh screen with a pad lock lug.

AA. Certain Conditions:

N/A.

BB. Further Development:

The Sponsor shall not construct any additional units or phases after completion of the buildings, as per DOB plans, other than subdividing or combining existing units.

CC. Asbestos:

No asbestos containing material is present in insulating or fireproofing material anywhere in the buildings.

DD. Lead-Based Paint:

No lead-based paint will be used anywhere in the construction of the buildings.

EE. Other Disclosures:

1. No corrosive drywall materials have been incorporated in the project.
2. The buildings will not be occupied prior to obtaining the Temporary Certificate of Occupancy (TCO).
3. Subsequent to the time when Sponsor no longer elects a majority of the members of the Condominium Board, Sponsor shall provide the following documents to the Condominium Managing Agent, to the extent that these documents are in the Sponsor's possession and to the extent that Sponsor has performed the applicable test:
   i.) Operations & Maintenance manuals for mechanical equipment.
   ii.) Electronic system manual.
   iii.) Equipment and roof warranties.
   iv.) Control systems as-built.
   v.) Original test & balance report for HVAC systems.
   vi.) Final as-built drawings as maintained during construction.

Seal

Signature of Architect

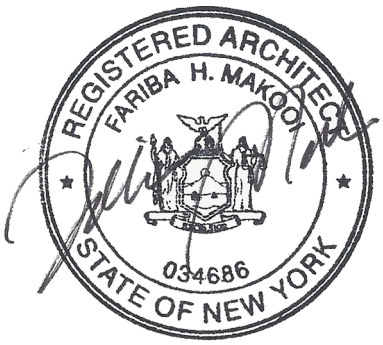


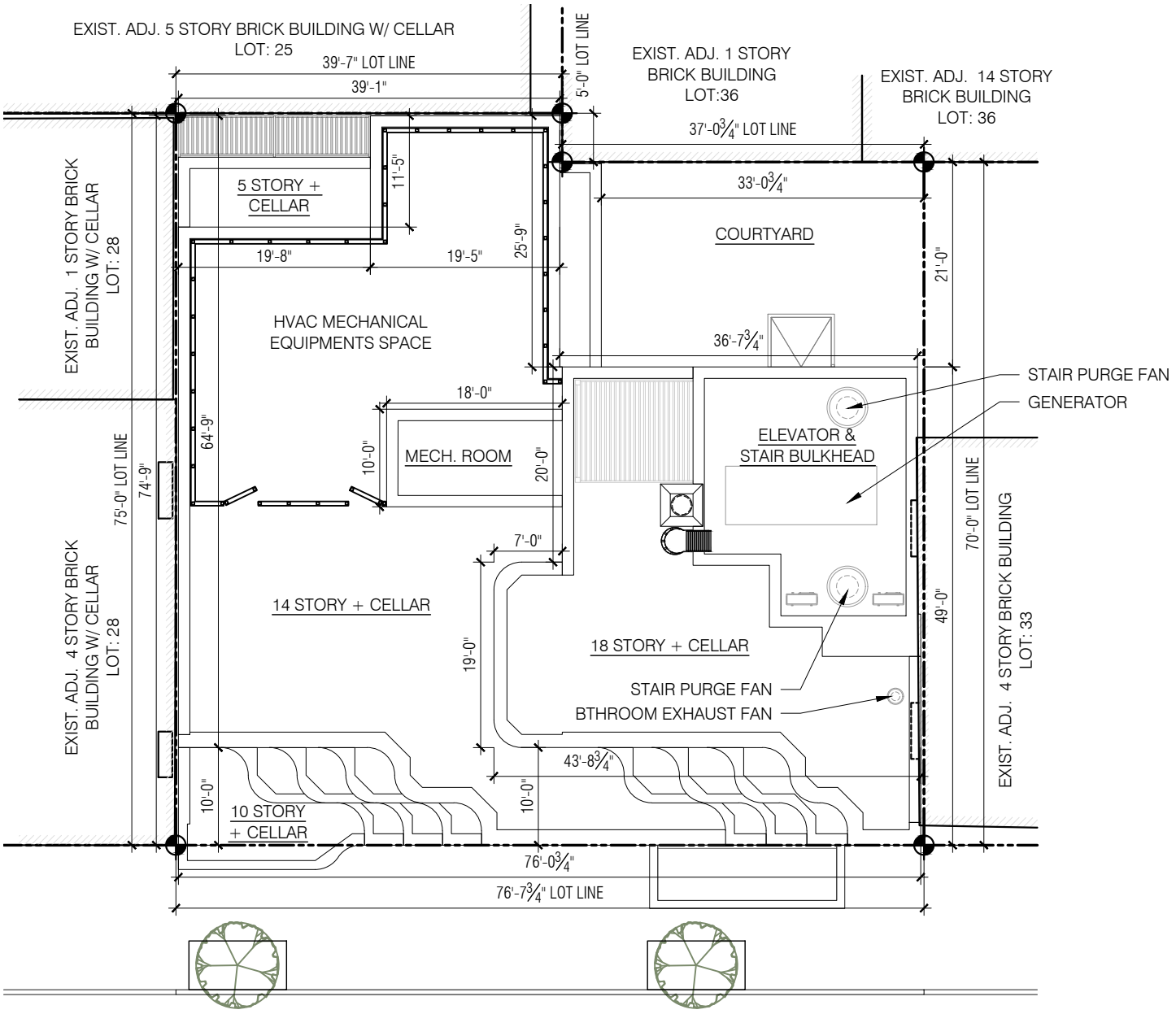
May 8, 2024

SCHEDULE G-1

SITE PLAN

609 SECOND AVE MANHATTAN, NY 10016





SITE PLAN

SCHEDULE G-2

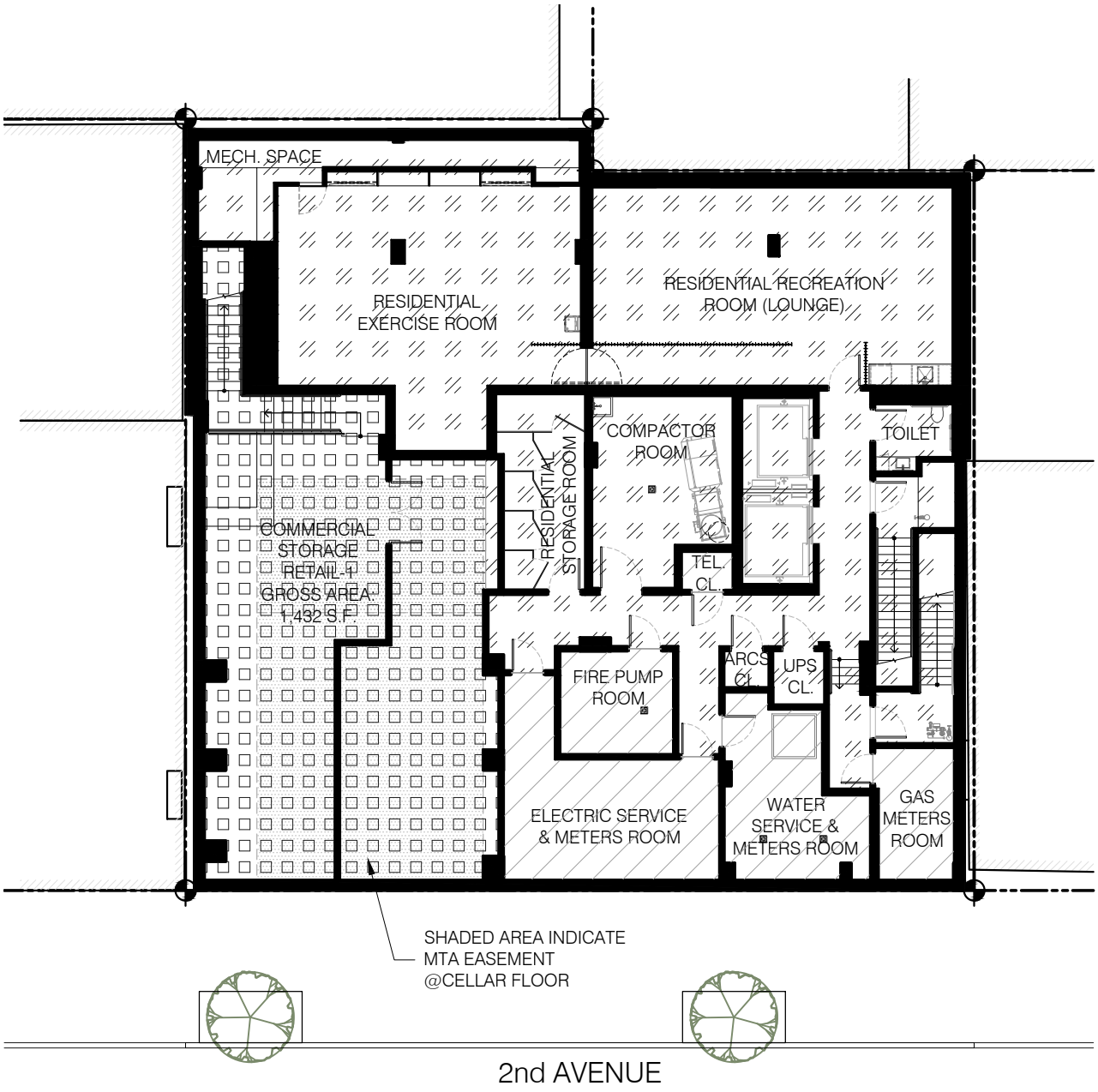
FLOOR PLANS/ ELEVATIONS

609 SECOND AVE MANHATTAN, NY 10016

REGISTERED ARCHITECT
FARIBA H. MAKOOI
034686
STATE OF NEW YORK

HATCH LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL COMMON ELEMENT
- UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT



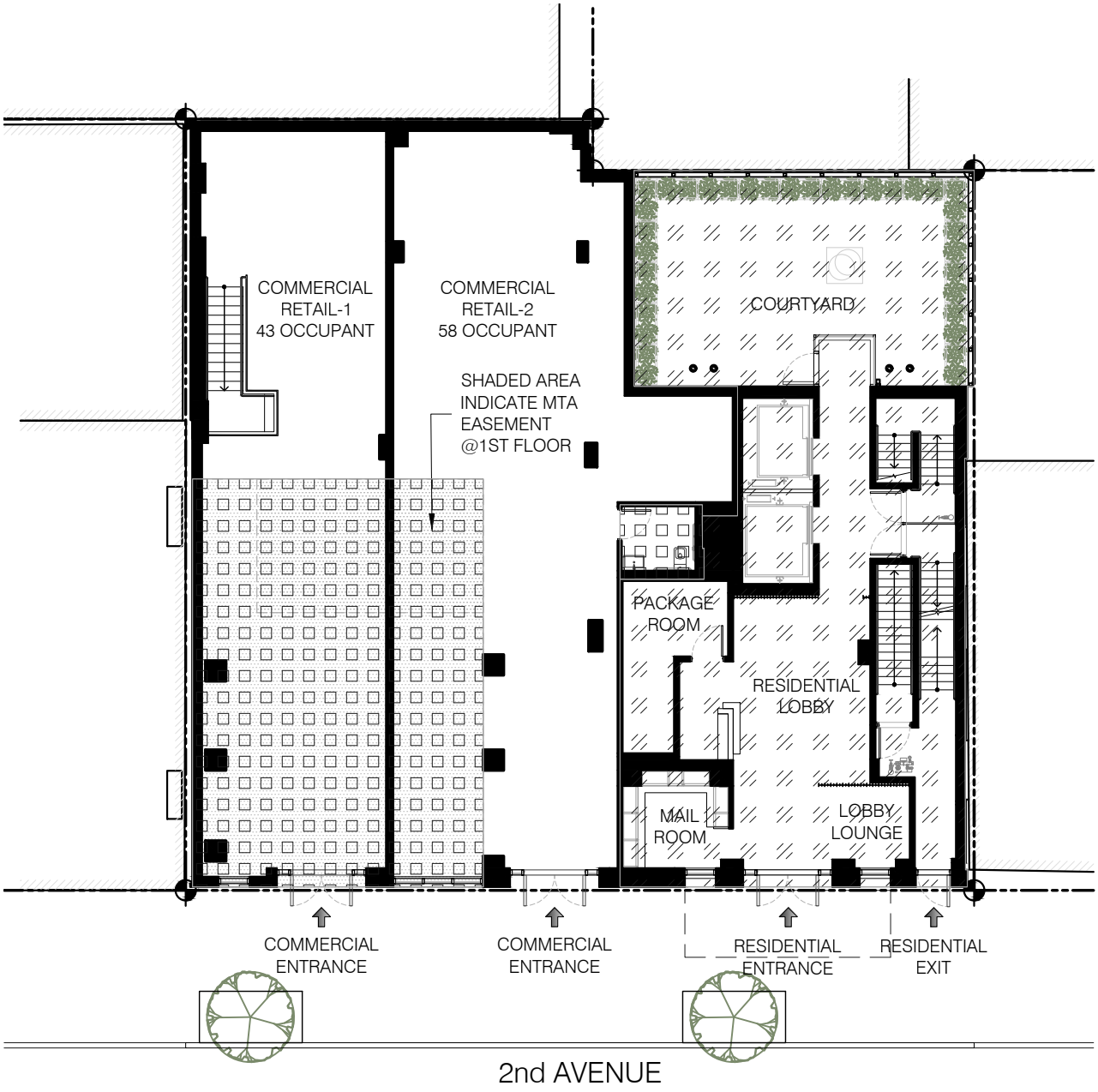
CELLAR FLOOR PLAN

609 SECOND AVE MANHATTAN, NY 10016

REGISTERED ARCHITECT
FARIBA H. MAKOOI
034686
STATE OF NEW YORK

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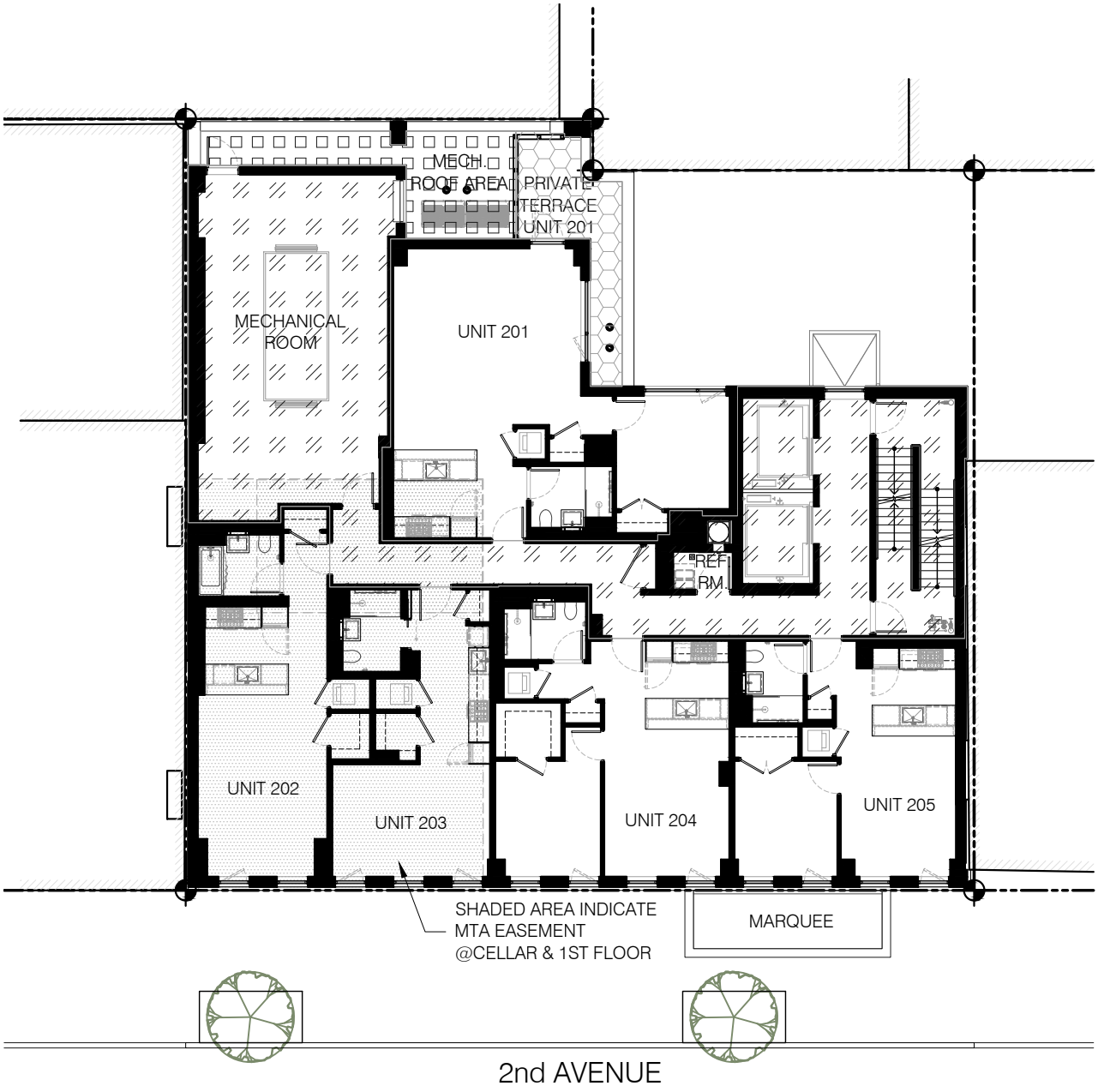
1st Floor PLAN

609 SECOND AVE MANHATTAN, NY 10016

REGISTERED ARCHITECT
FARIBA H. MAKOOI
034686
STATE OF NEW YORK

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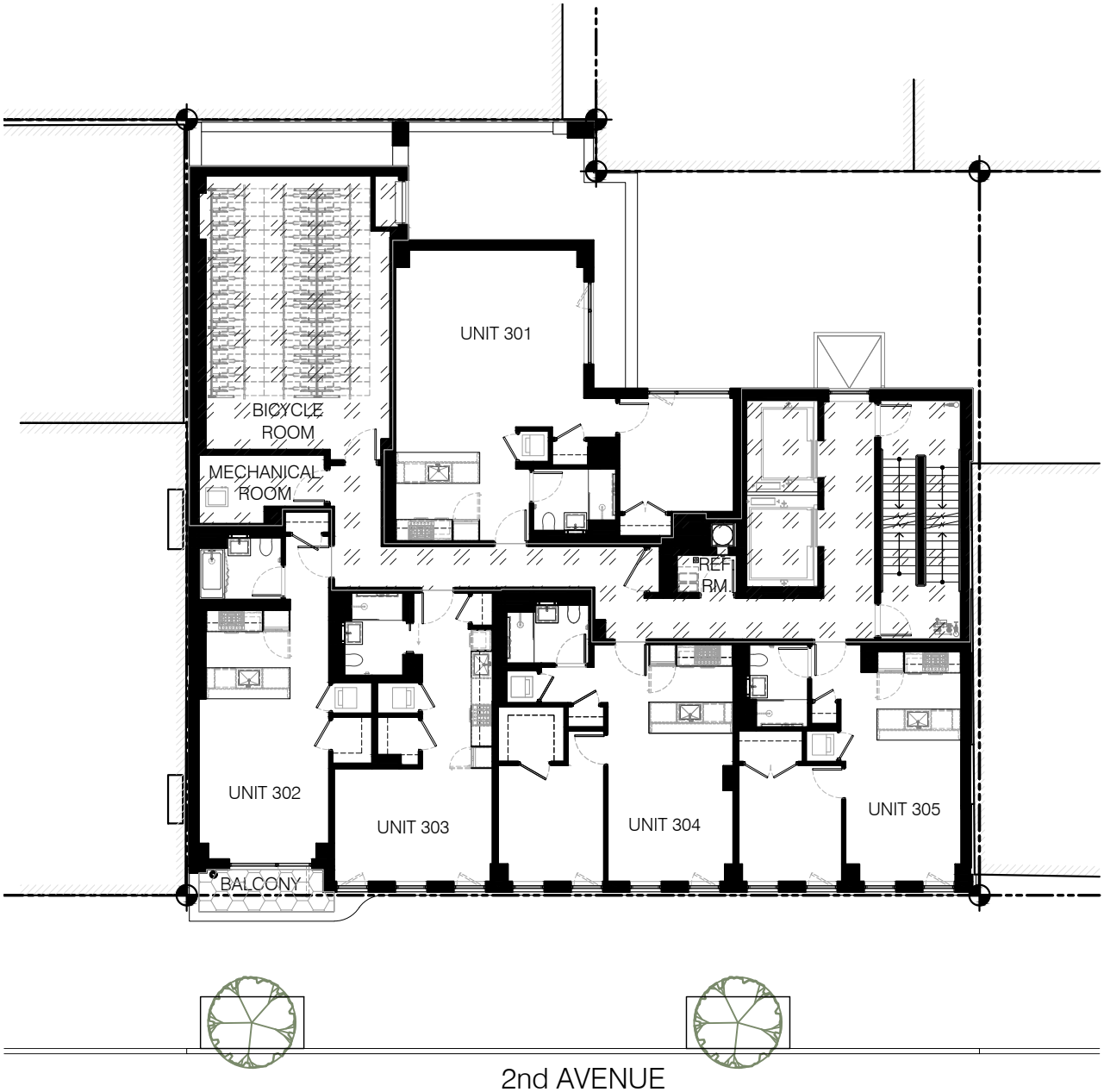
2nd Floor PLAN

609 SECOND AVE MANHATTAN, NY 10016

REGISTERED ARCHITECT
FARIBA H. MAKOOI
034686
STATE OF NEW YORK

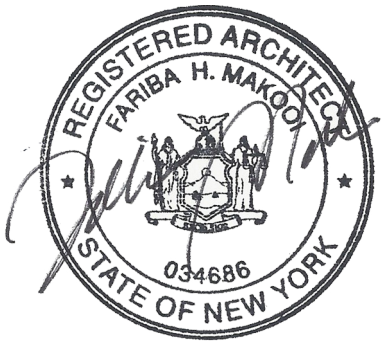
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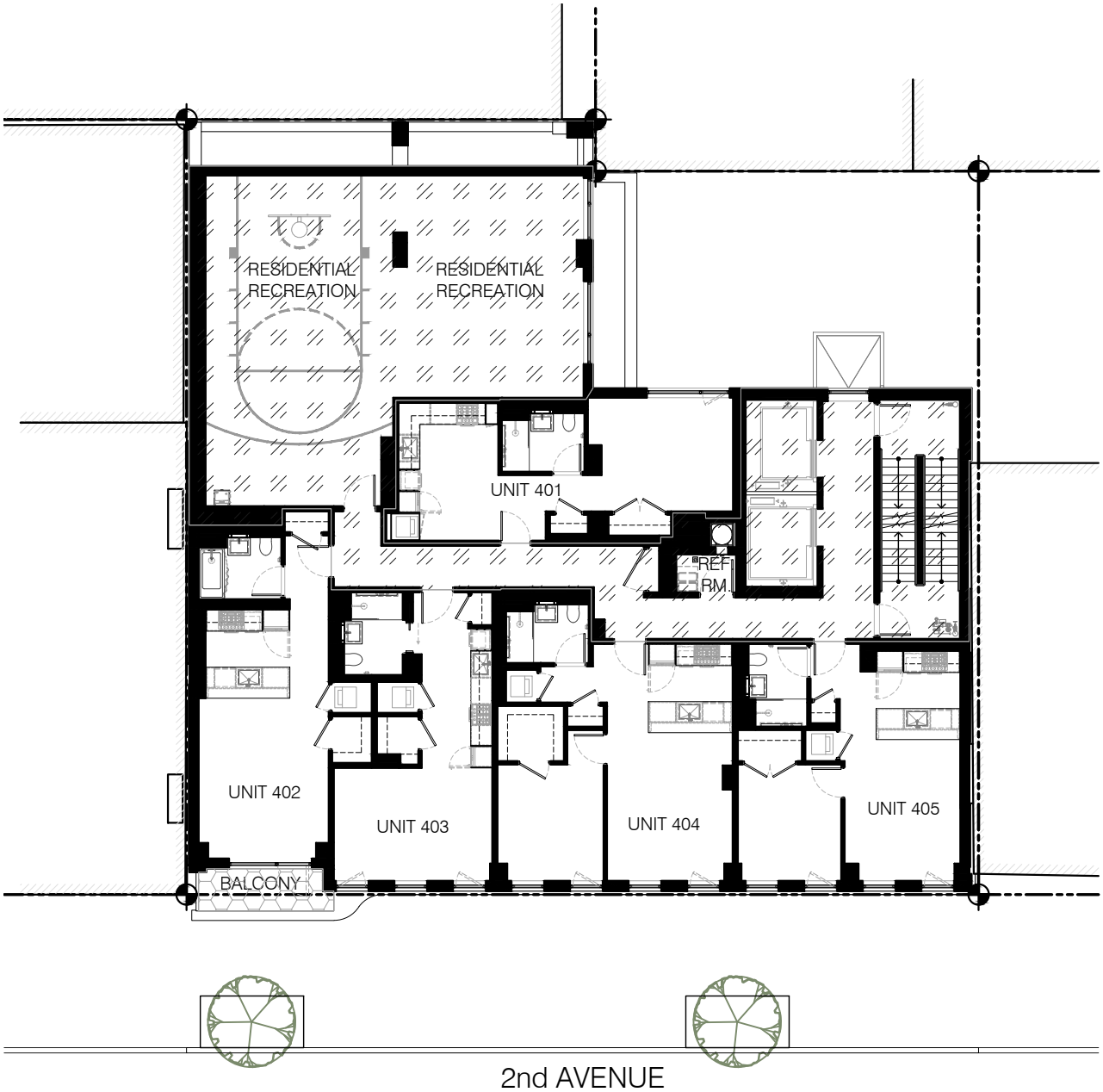
3rd Floor PLAN

609 SECOND AVE MANHATTAN, NY 10016



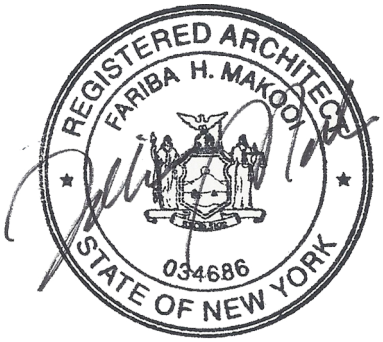
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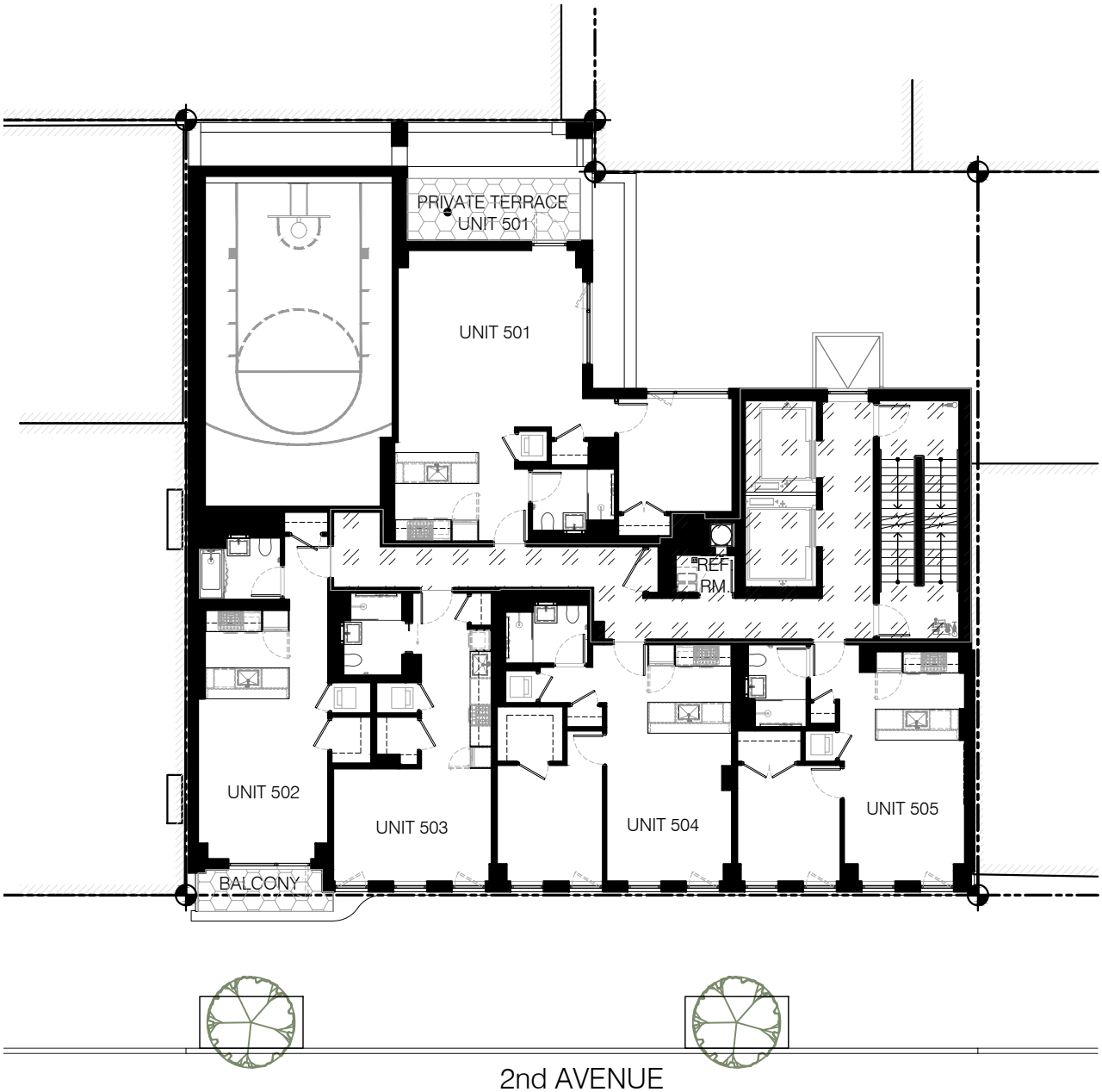
4th Floor PLAN

609 SECOND AVE MANHATTAN, NY 10016



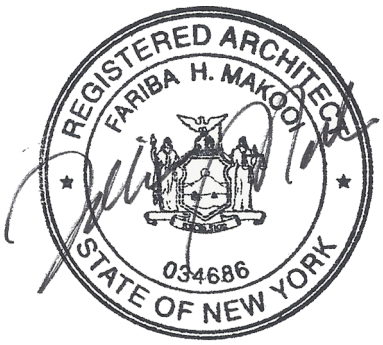
HATCH LEGEND:

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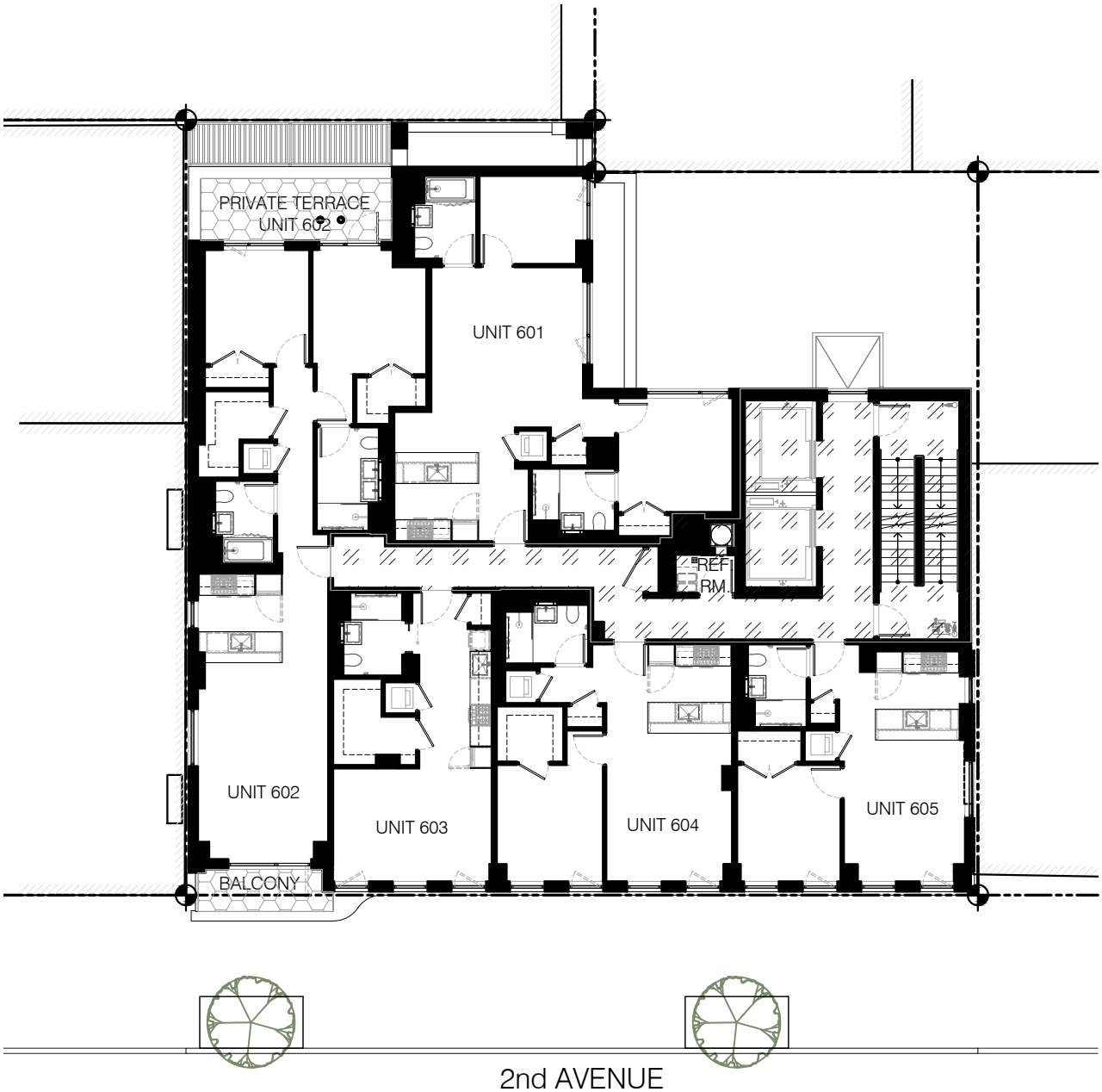
5th Floor PLAN

609 SECOND AVE MANHATTAN, NY 10016



HATCH LEGEND:

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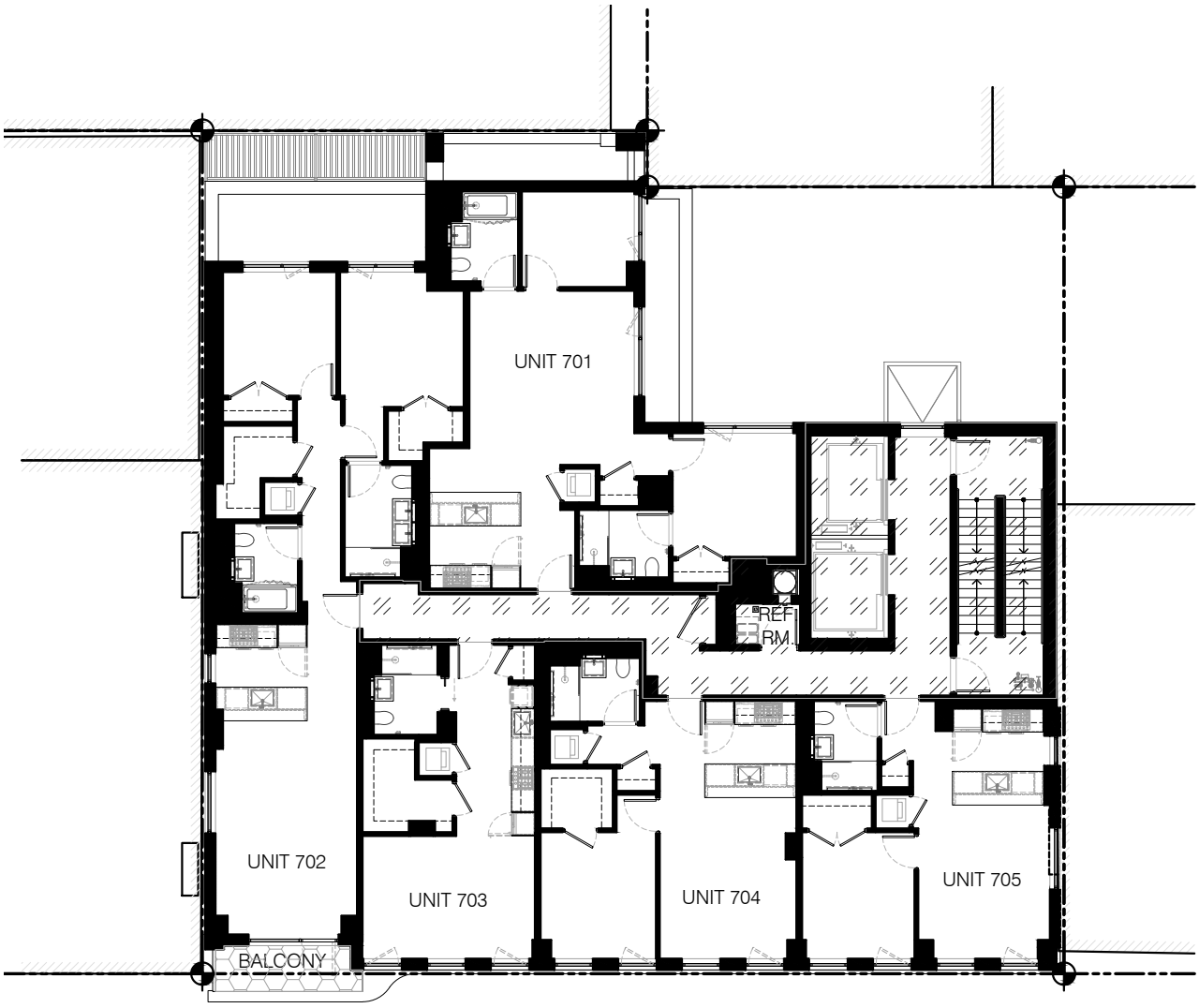
6th Floor PLAN

609 SECOND AVE MANHATTAN, NY 10016

REGISTERED ARCHITECT
FARIBA H. MAKOOI
034686
STATE OF NEW YORK

HATCH LEGEND:

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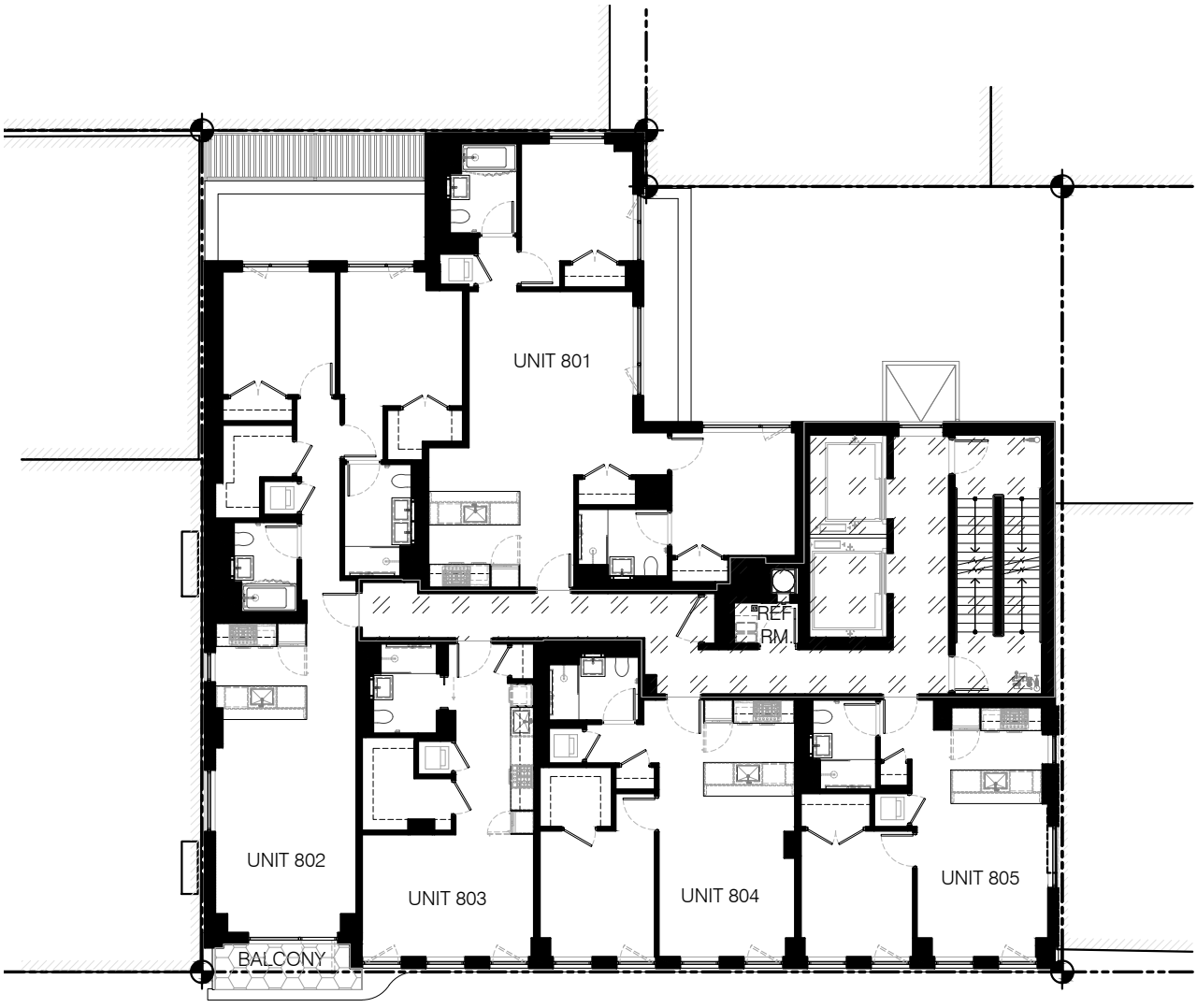
7th Floor PLAN

609 SECOND AVE MANHATTAN, NY 10016

REGISTERED ARCHITECT
FARIBA H. MAKOOI
034686
STATE OF NEW YORK

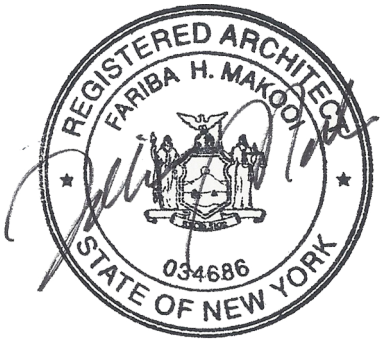
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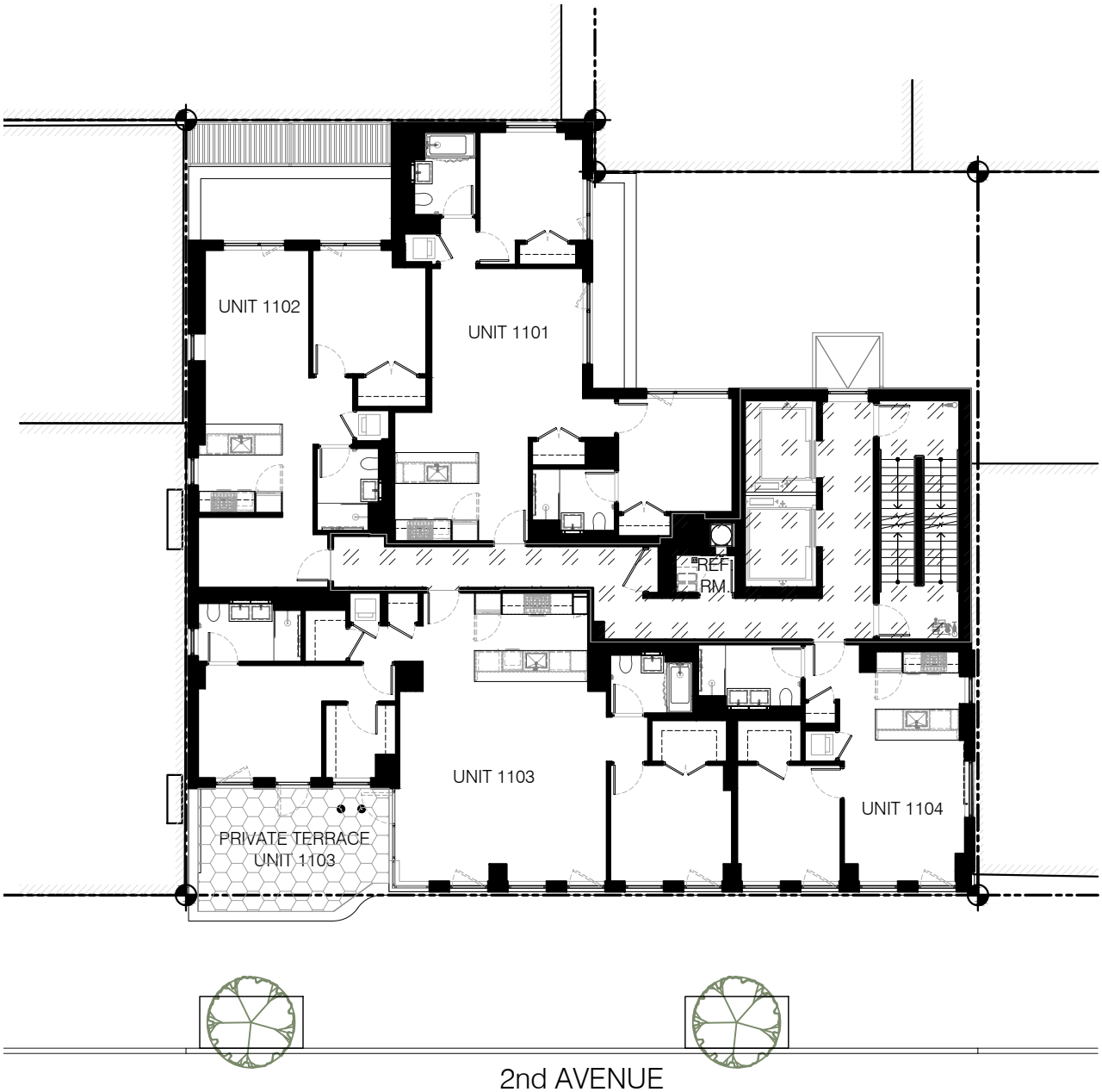
8th - 10th Floor PLAN

609 SECOND AVE MANHATTAN, NY 10016



HATCH LEGEND:

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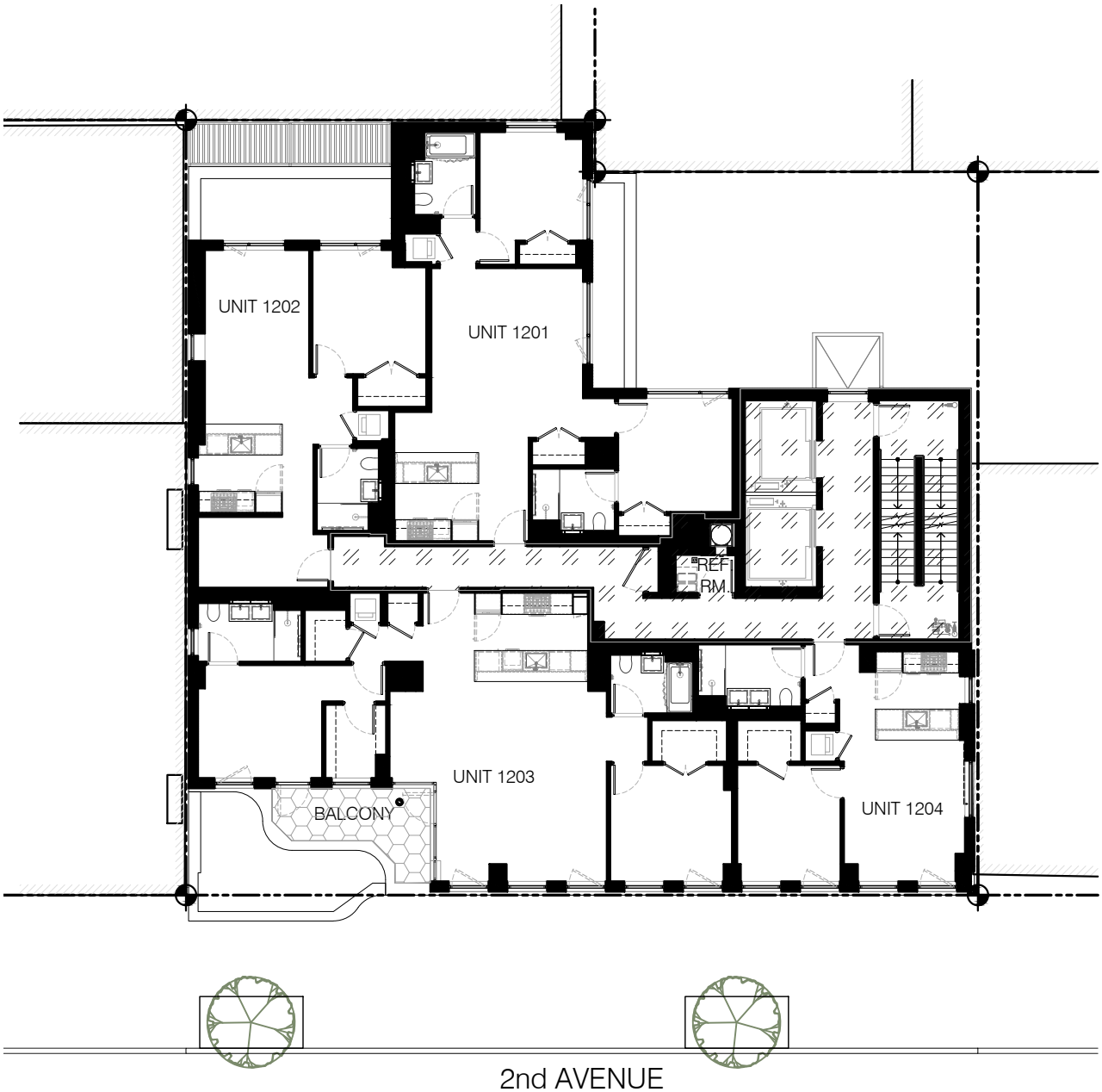
11th Floor PLAN

609 SECOND AVE MANHATTAN, NY 10016

REGISTERED ARCHITECT
FARIBA H. MAKOOI
034686
STATE OF NEW YORK

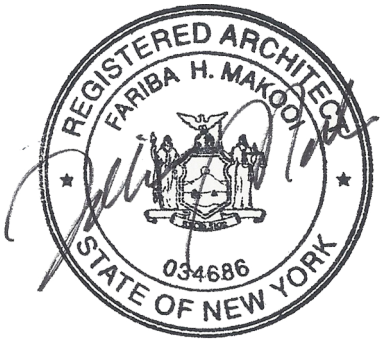
HATCH LEGEND:

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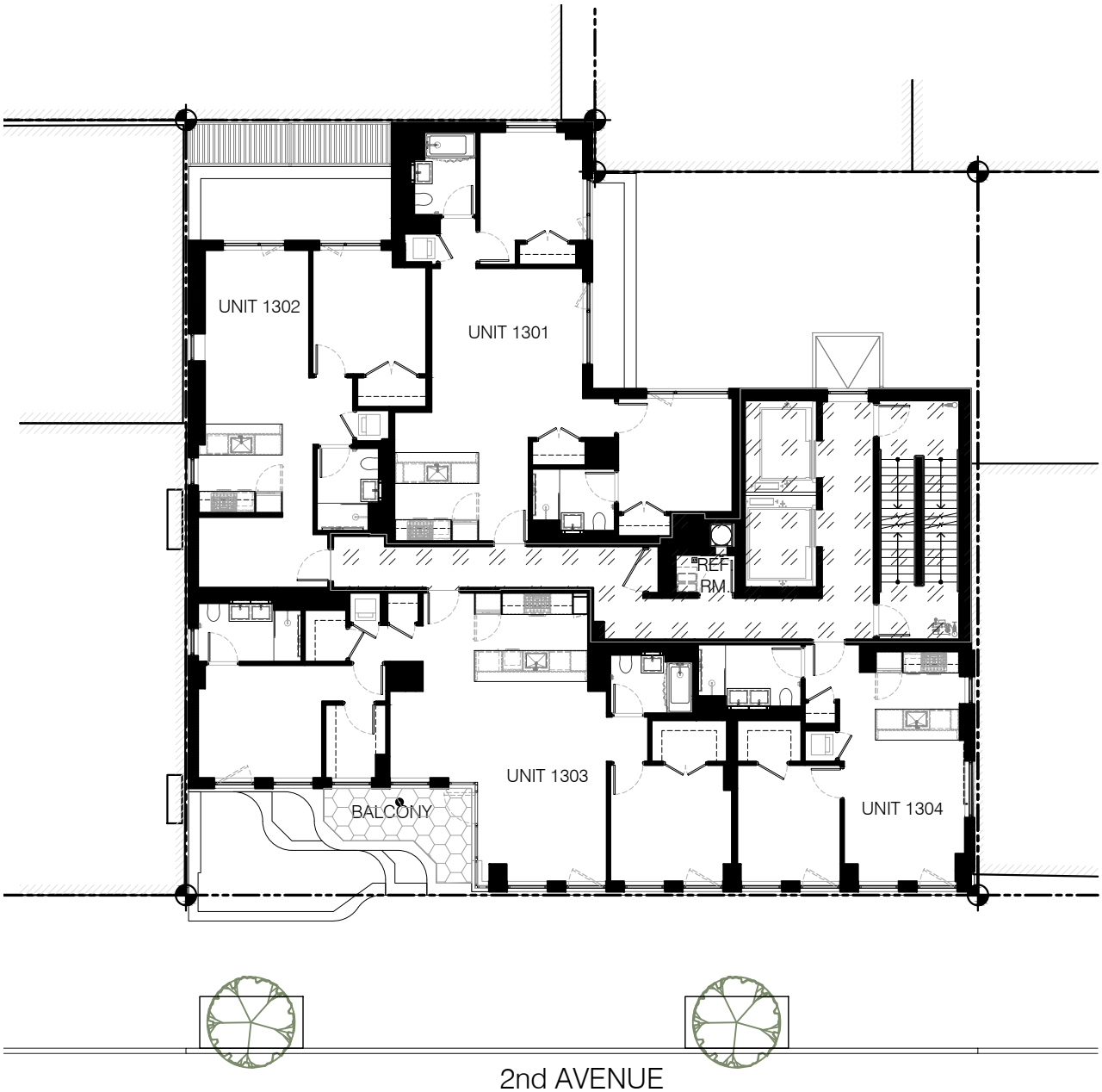
12th Floor PLAN

609 SECOND AVE MANHATTAN, NY 10016



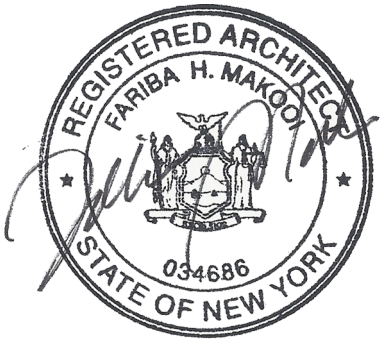
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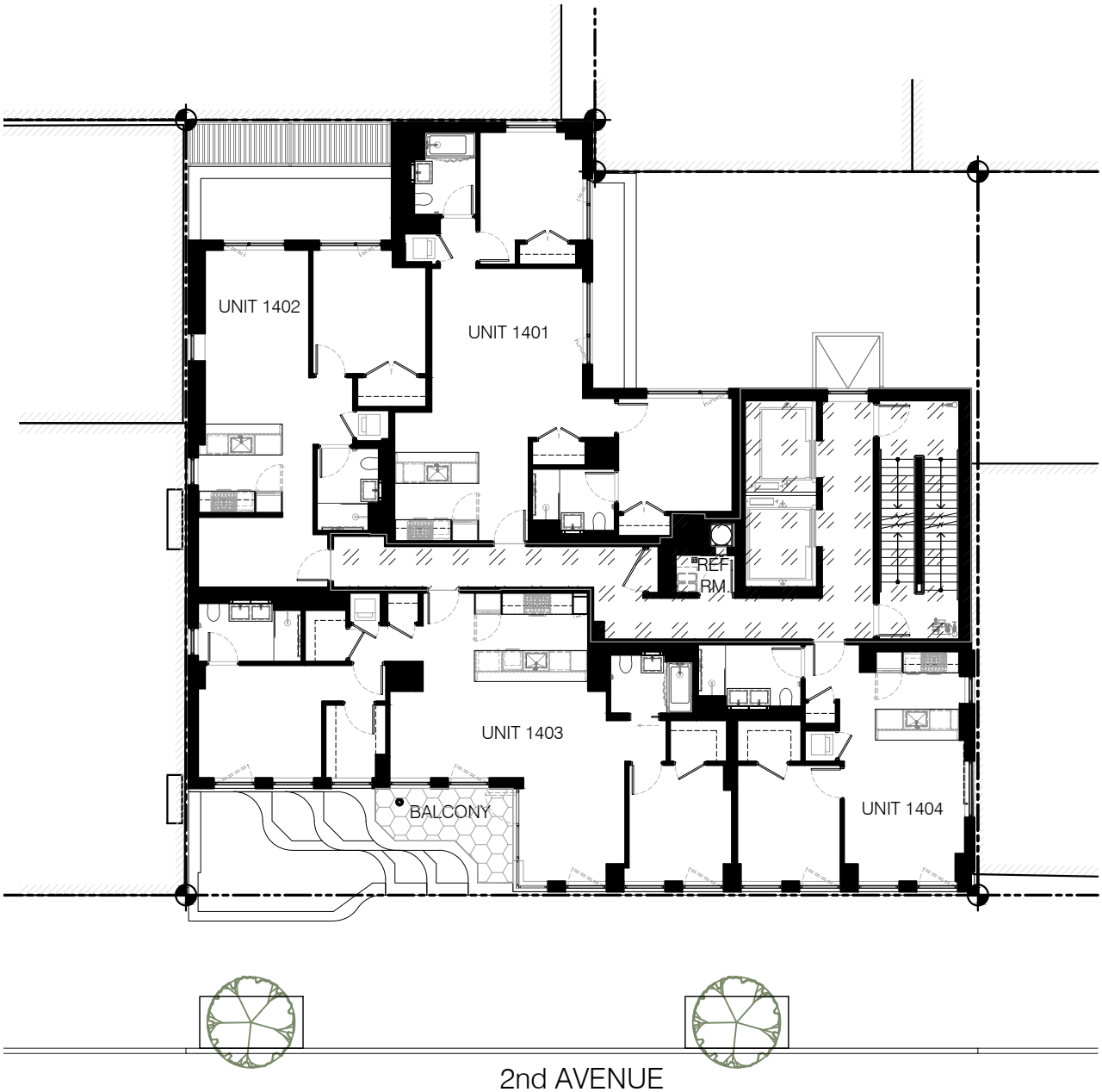
13th Floor PLAN (14th Floor Marketing)

609 SECOND AVE MANHATTAN, NY 10016



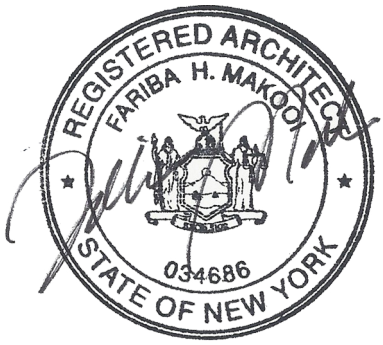
HATCH LEGEND:

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- UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT



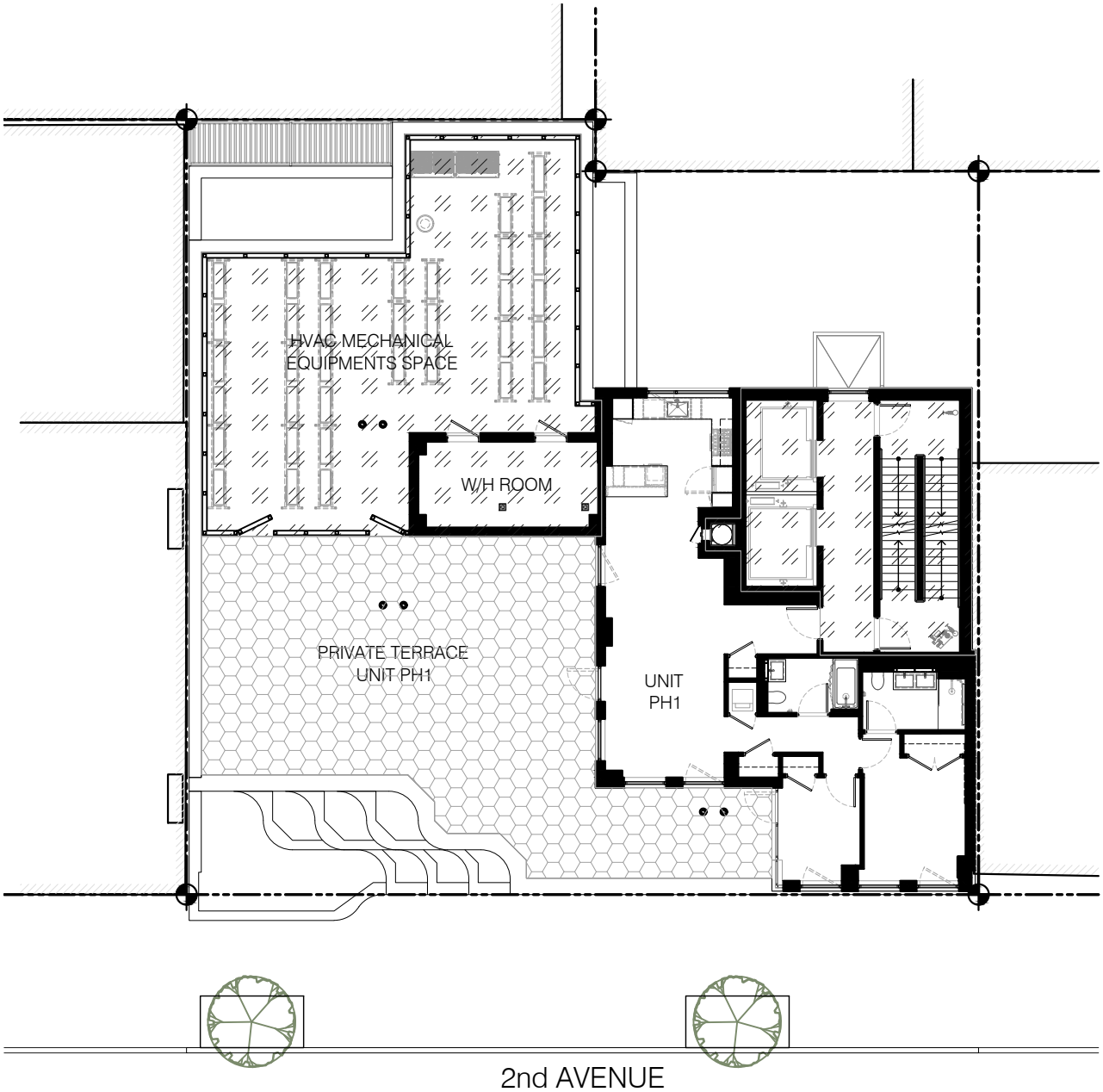
14th Floor PLAN (15th Floor Marketing)

609 SECOND AVE MANHATTAN, NY 10016



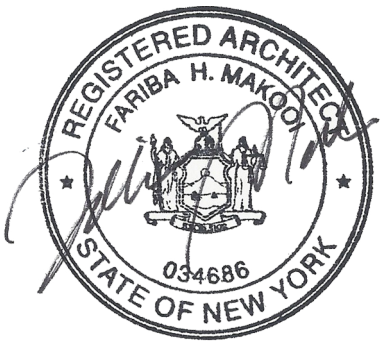
HATCH LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL COMMON ELEMENT
- UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT



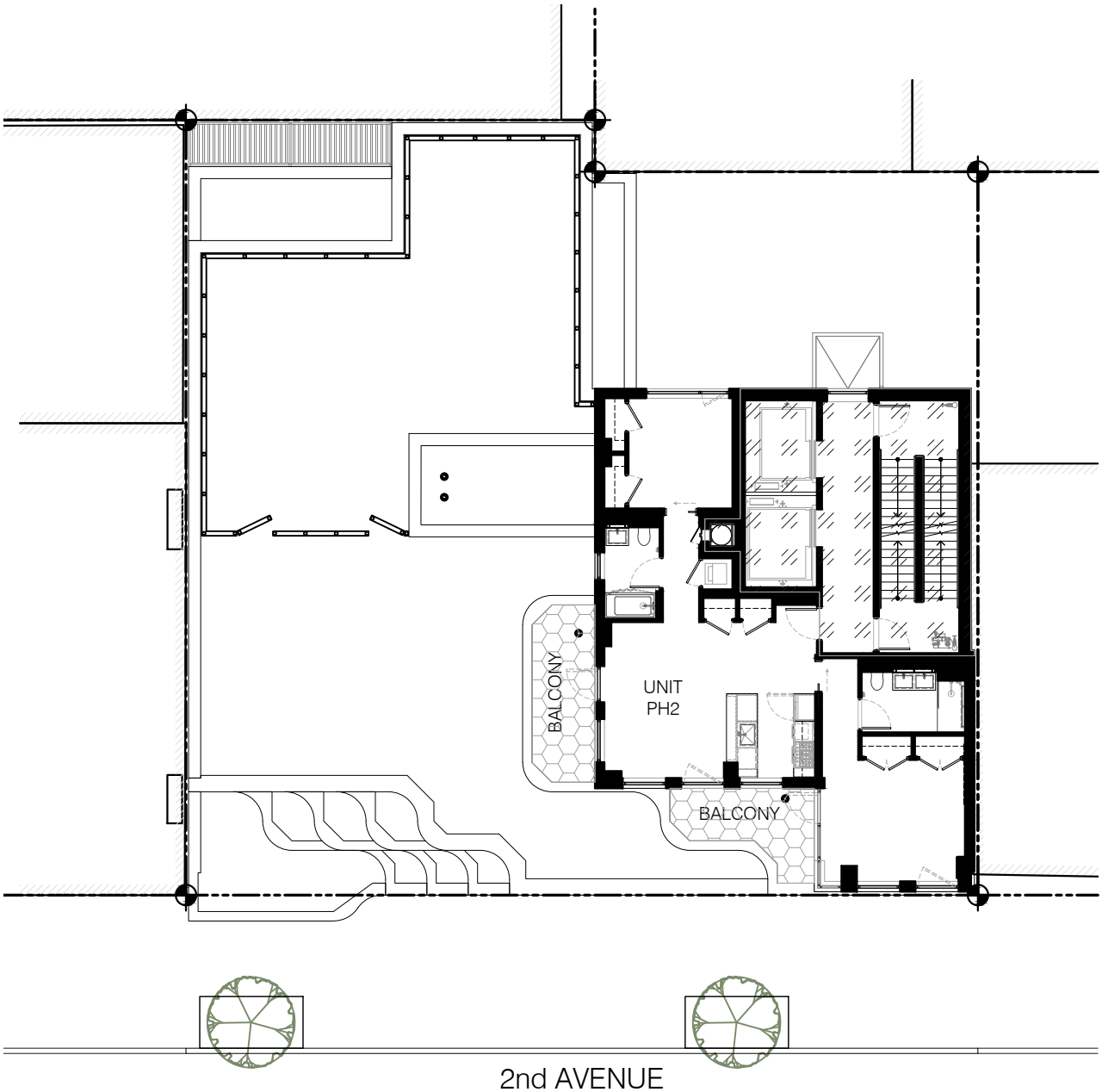
15th Floor PLAN (PH1 Marketing)

609 SECOND AVE MANHATTAN, NY 10016



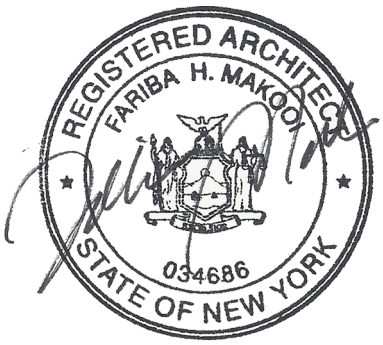
HATCH LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL COMMON ELEMENT
- UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT



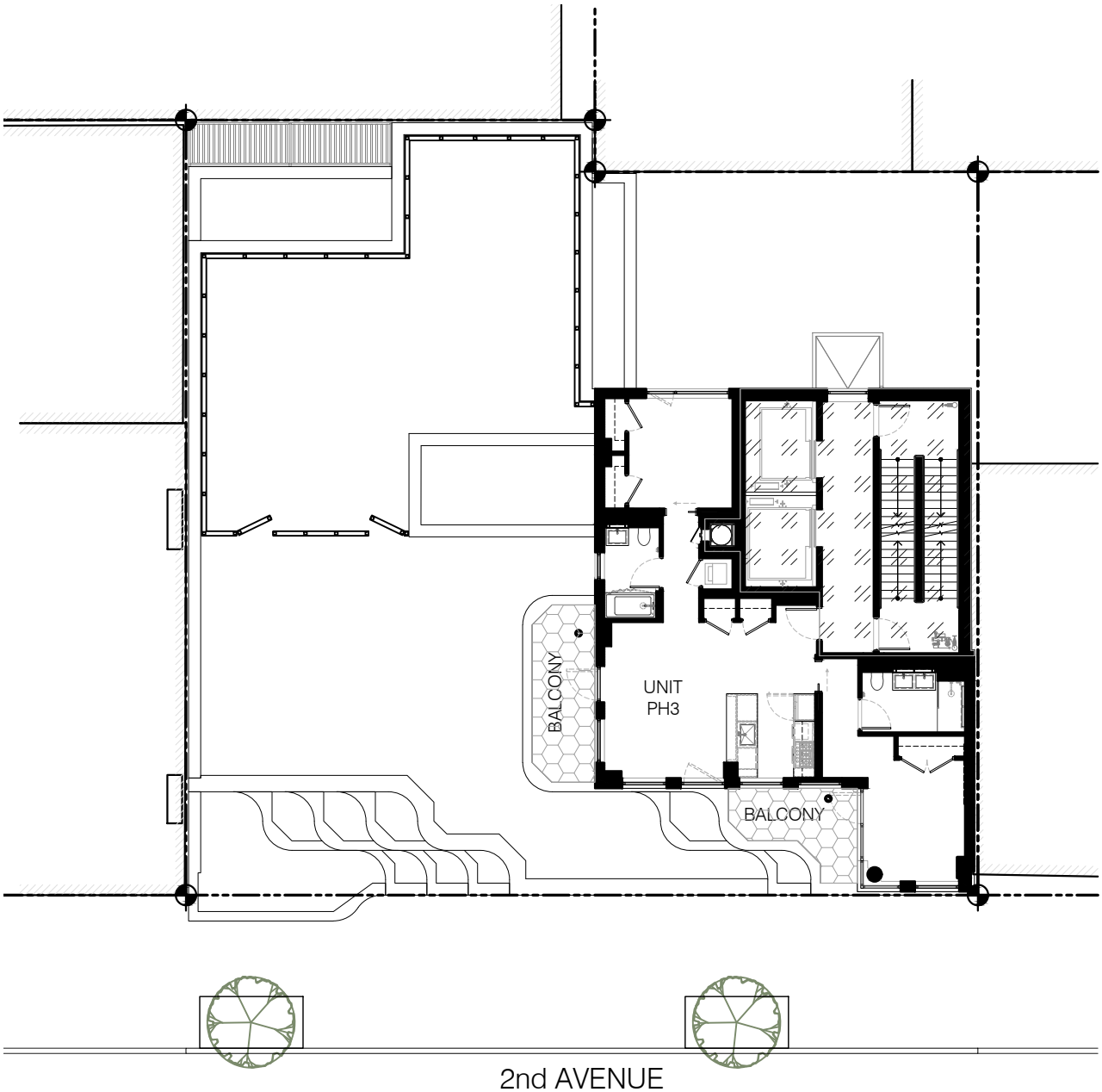
16th Floor PLAN (PH2 Marketing)

609 SECOND AVE MANHATTAN, NY 10016



HATCH LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL COMMON ELEMENT
- UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT



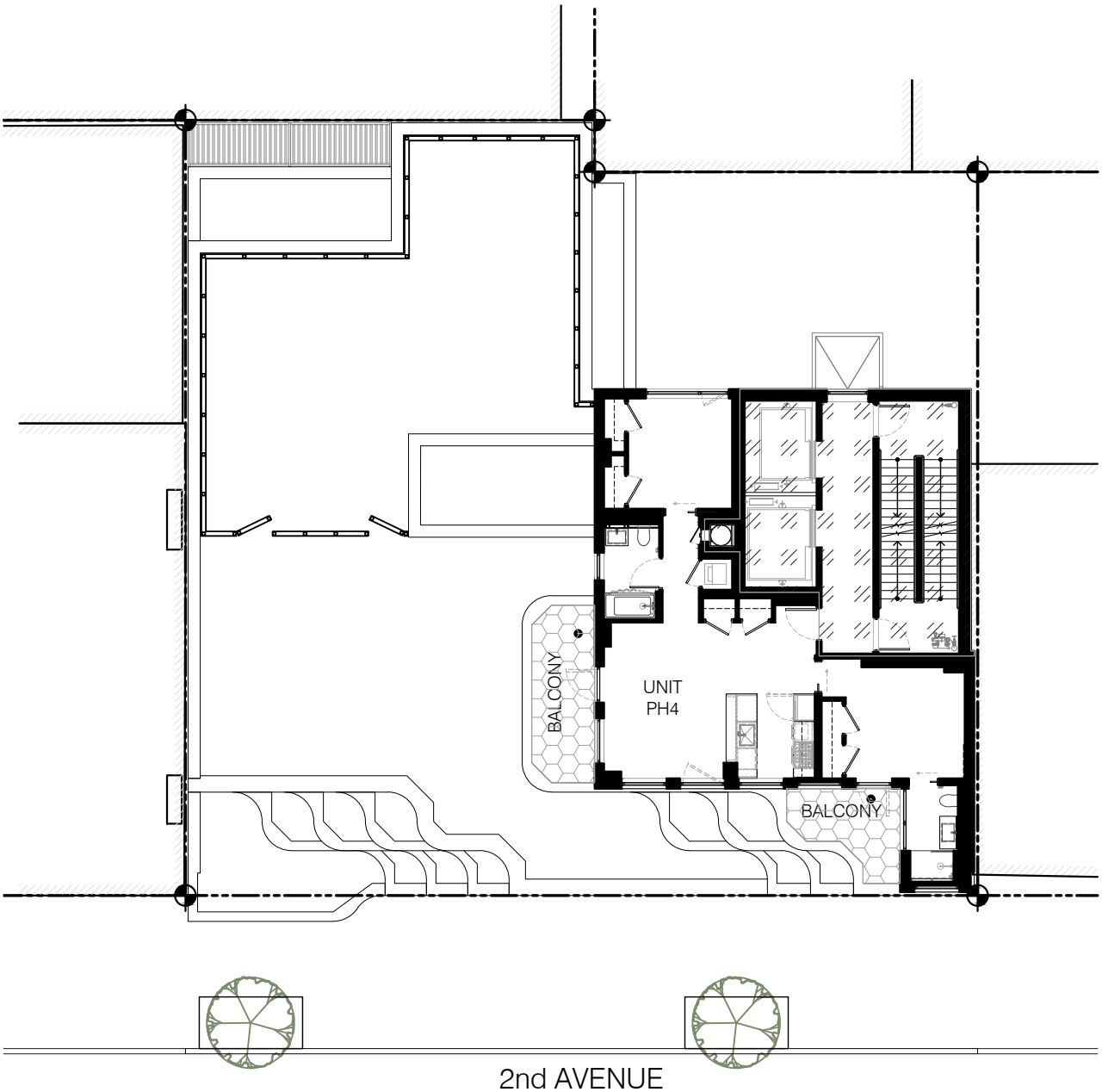
17th Floor PLAN (PH3 Marketing)

609 SECOND AVE MANHATTAN, NY 10016

REGISTERED ARCHITECT
FARIBA H. MAKOOI
034686
STATE OF NEW YORK

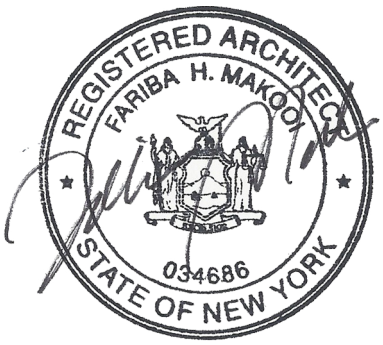
HATCH LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL COMMON ELEMENT
- UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT



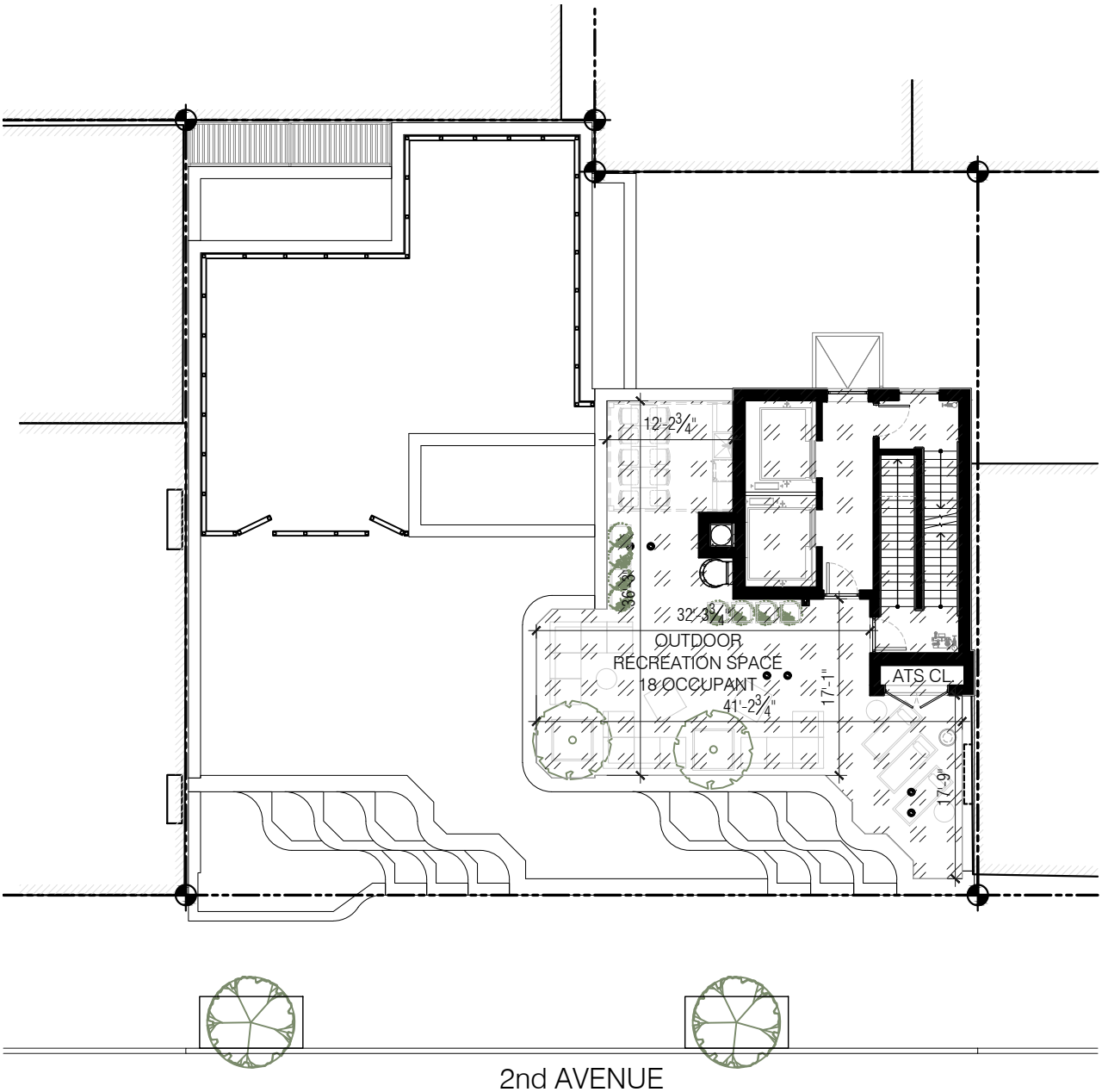
18th Floor PLAN (PH4 Marketing)

609 SECOND AVE MANHATTAN, NY 10016



HATCH LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL COMMON ELEMENT
- UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT



2nd AVENUE

N

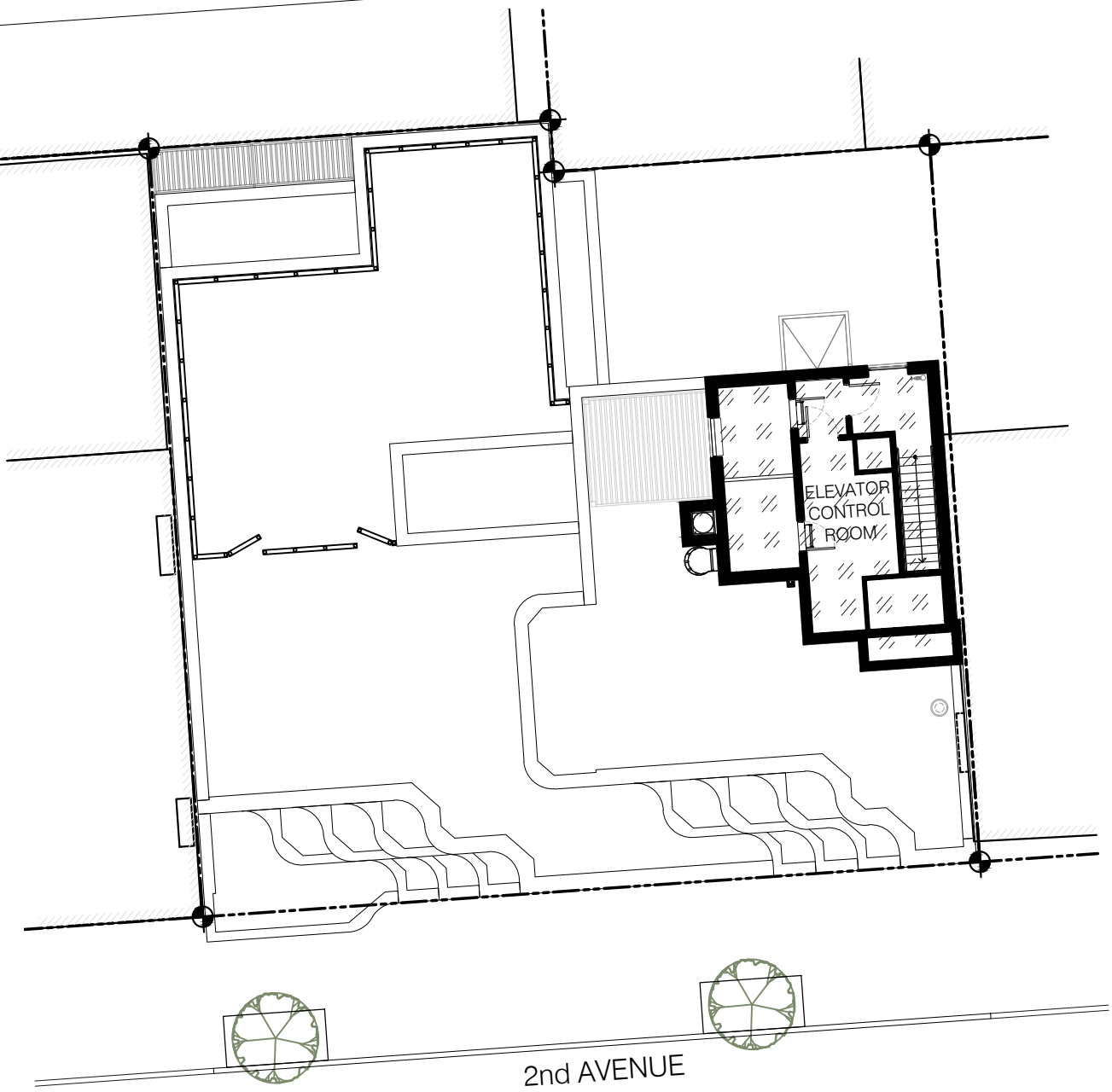
ROOF PLAN

609 SECOND AVE MANHATTAN, NY 10016

REGISTERED ARCHITECT
FARIBA H. MAKOOI
034686
STATE OF NEW YORK

HATCH LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT
- UNIT



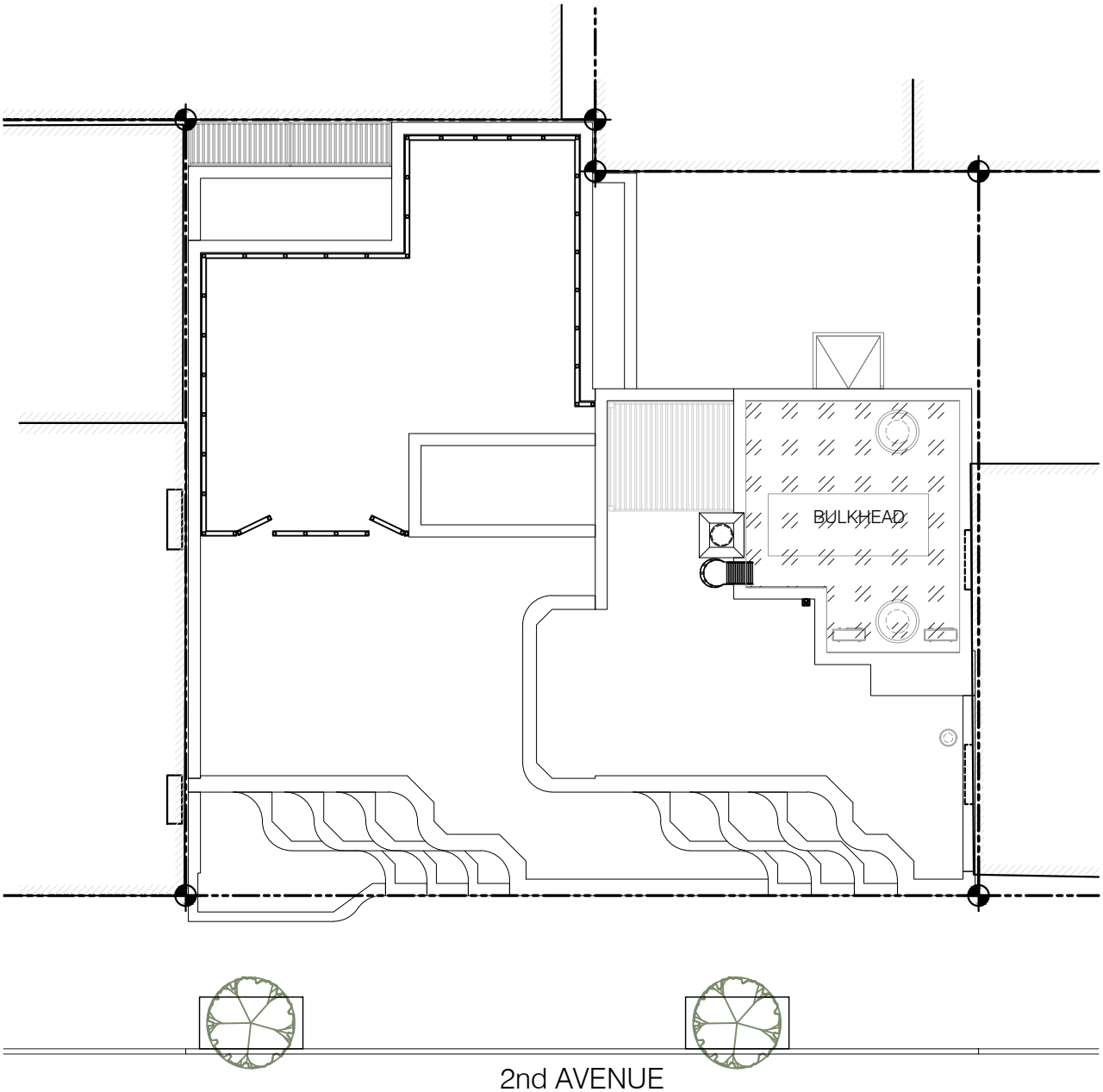
ELEVATOR MACHINE ROOM

609 SECOND AVE MANHATTAN, NY 10016

REGISTERED ARCHITECT
FARIBA H. MAKOOI
034686
STATE OF NEW YORK

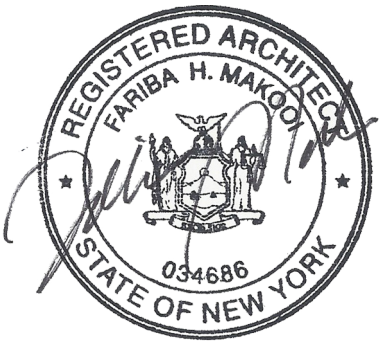
HATCH LEGEND:

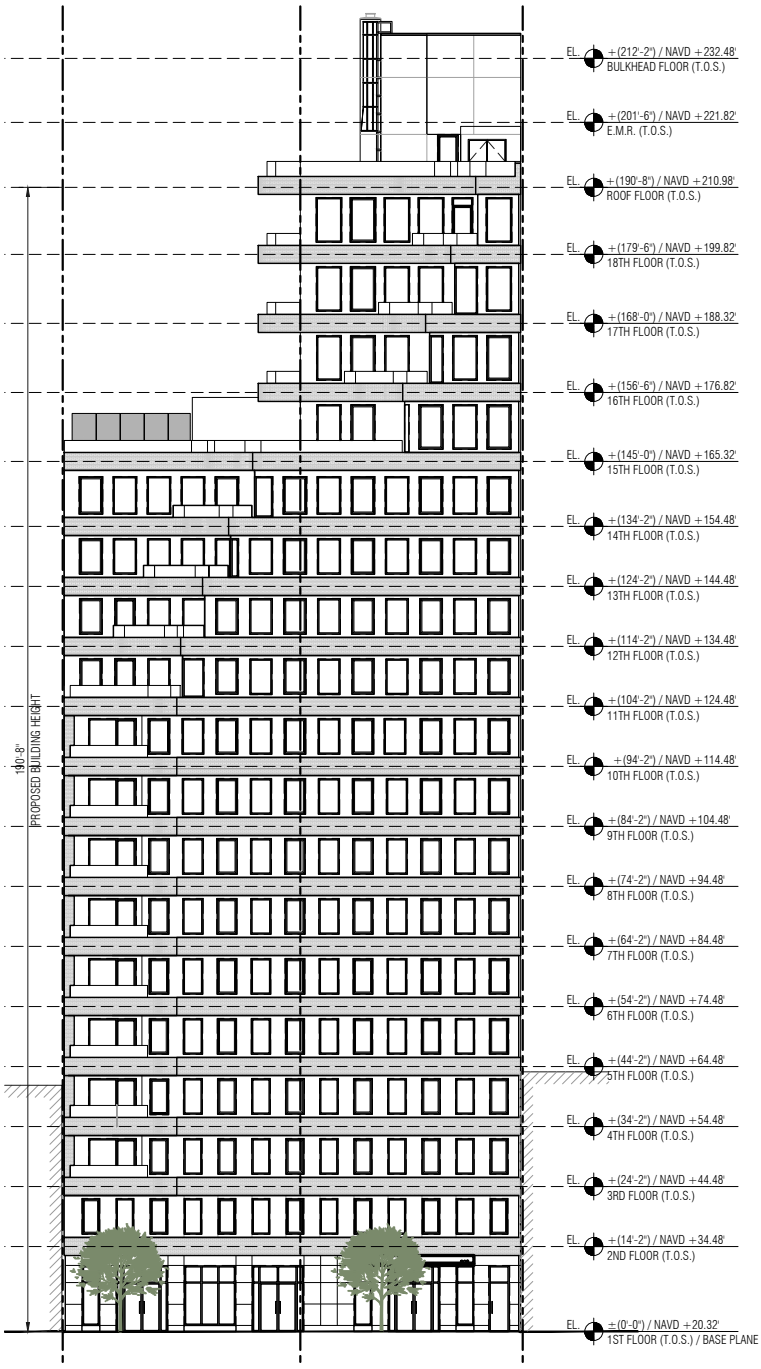
- GENERAL COMMON ELEMENT
- RESIDENTIAL COMMON ELEMENT
- UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT



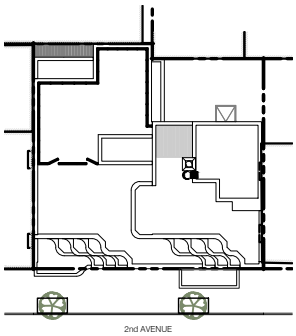
ELEVATOR MACHINE ROOM

609 SECOND AVE MANHATTAN, NY 10016



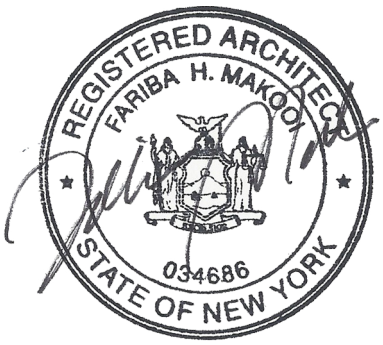


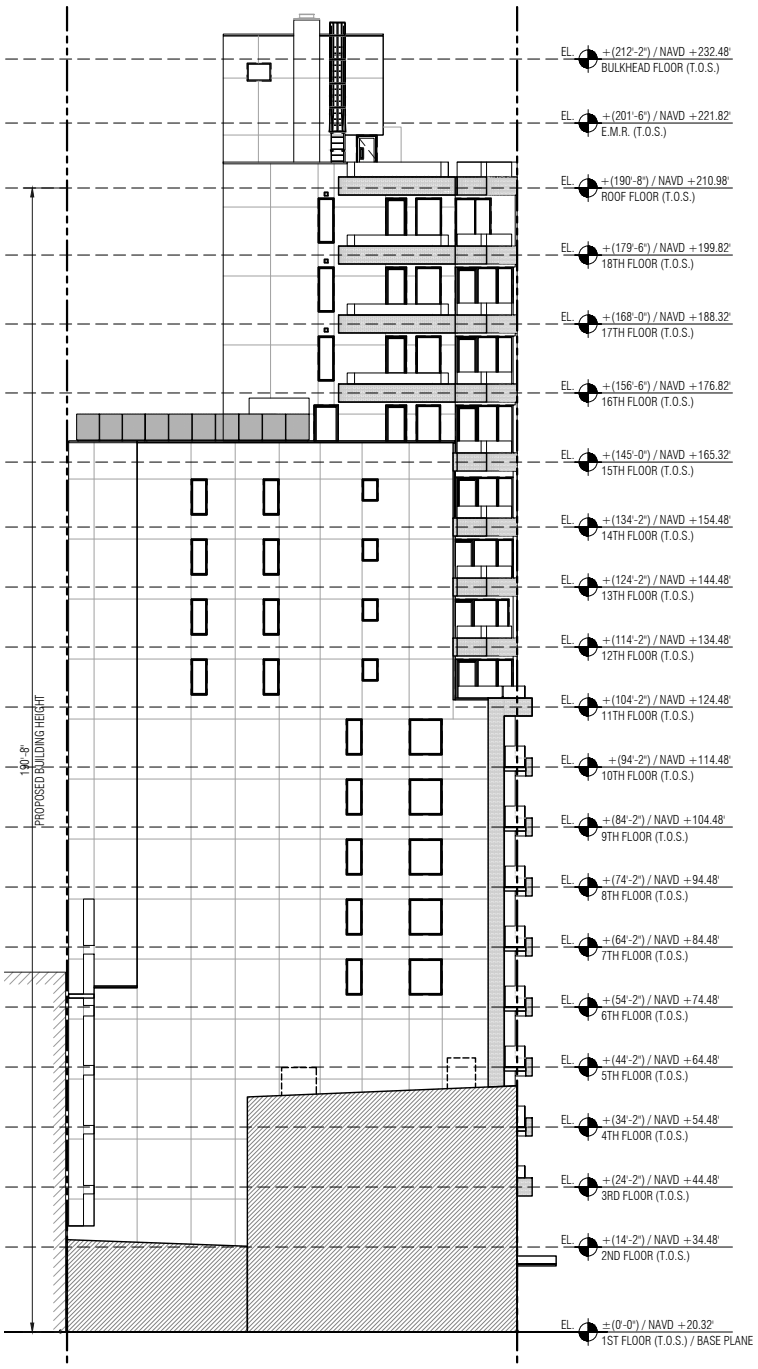
EAST ELEVATION



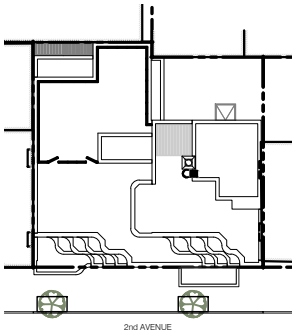
KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016



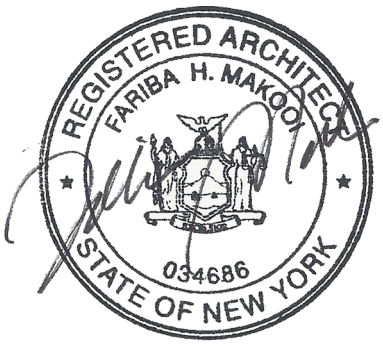


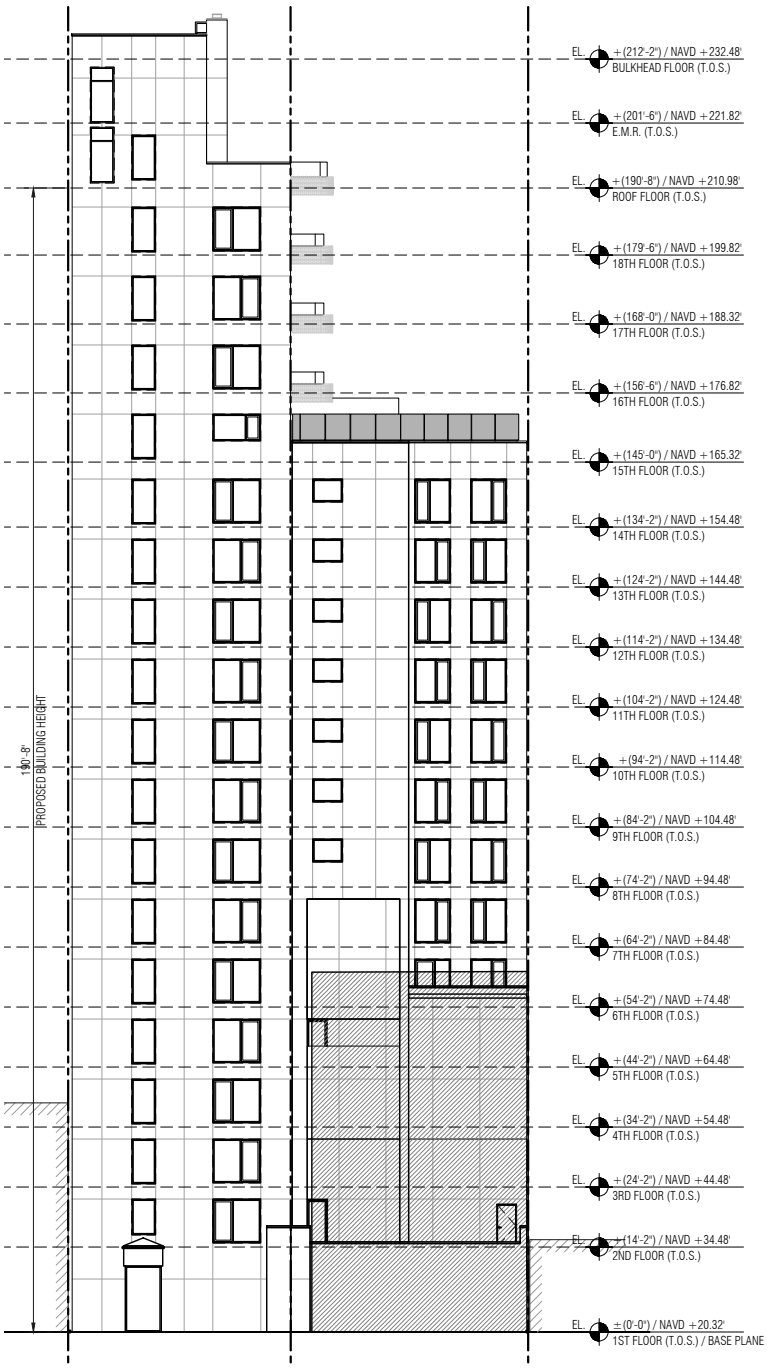
SOUTH ELEVATION



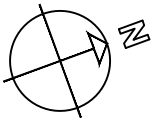
KEY PLAN

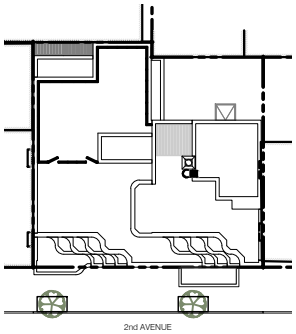
609 SECOND AVE MANHATTAN, NY 10016





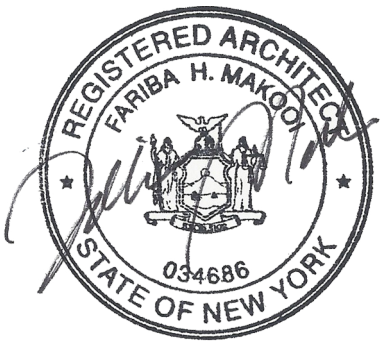
WEST ELEVATION

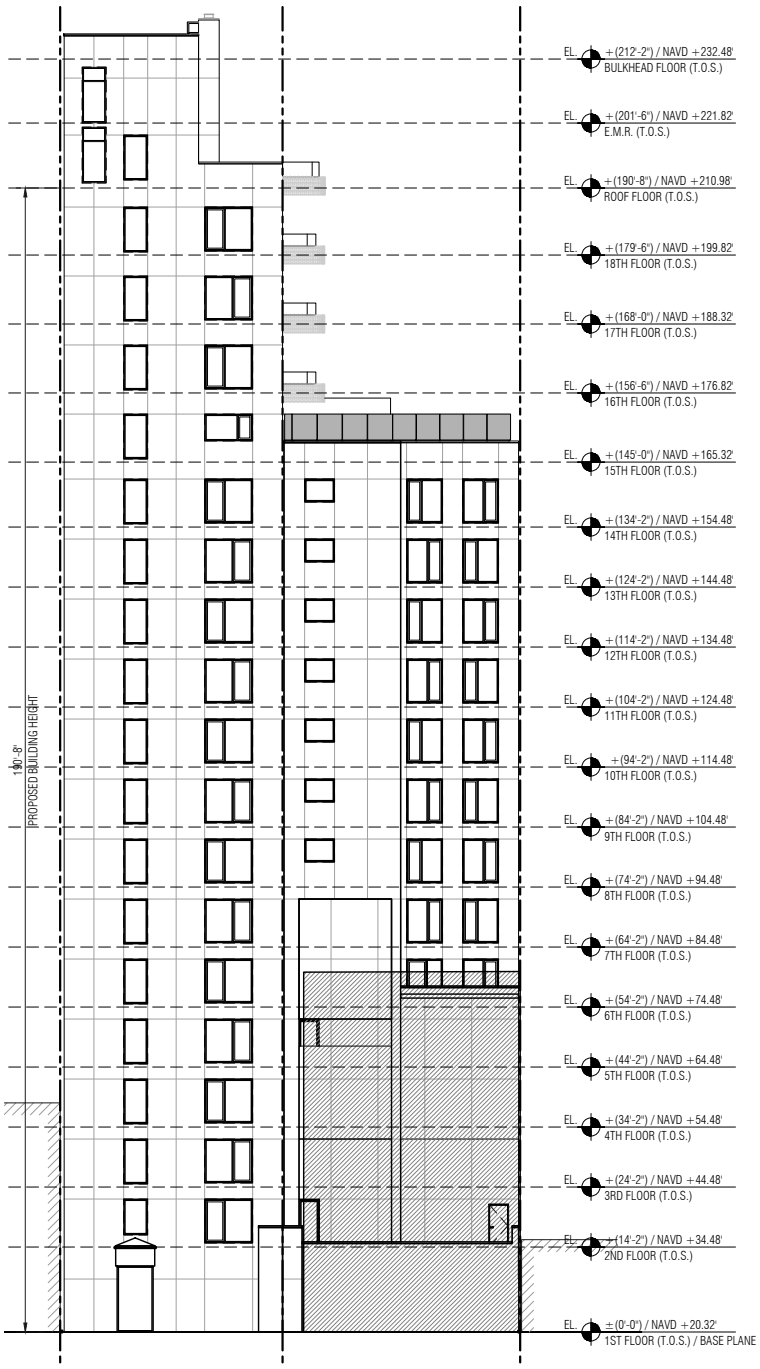




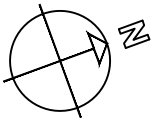
KEY PLAN

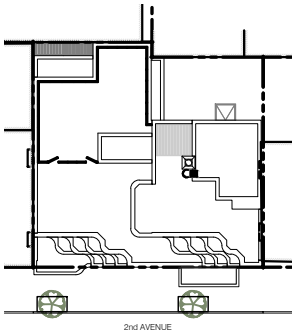
609 SECOND AVE MANHATTAN, NY 10016





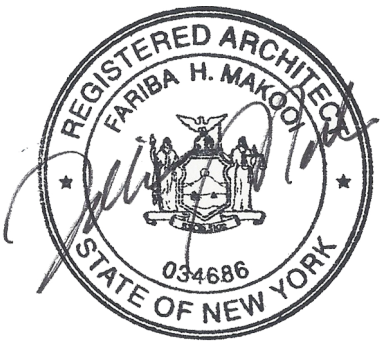
NORTH ELEVATION

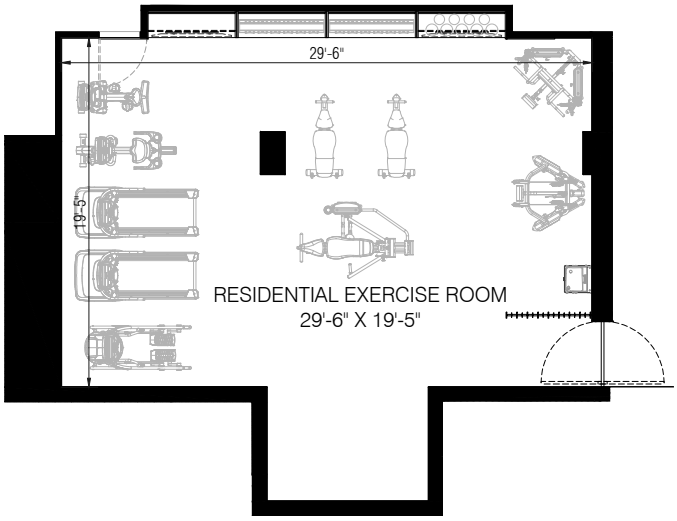




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





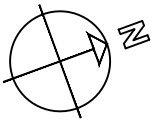
RESIDENTIAL EXERCISE ROOM

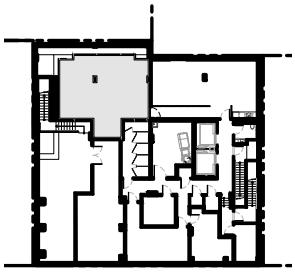
Floor No: Cellar
Room Area: 659 Sq. Ft.
Occupancy: 12



SCALE: 3/32" = 1'-0"

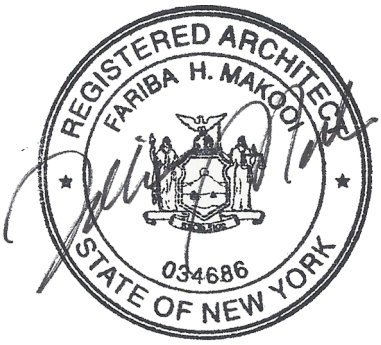
All dimensions are approximate and subject to normal construction variances and tolerances.
Dimensions are maximum overall, subtract cut-outs.
Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with offering plan.
Area calculations are taken from the exterior of exterior walls to the center of demising walls.

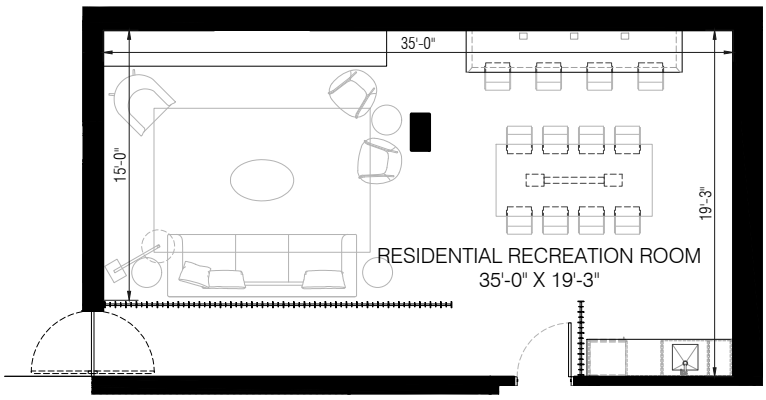




KEY PLAN

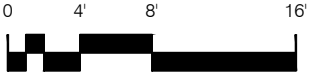
609 SECOND AVE MANHATTAN, NY 10016





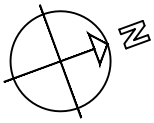
RESIDENTIAL RECREATION ROOM (LOUNGE)

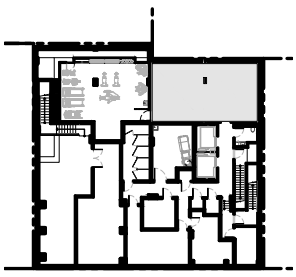
Floor No: Cellar
Room Area: 674 Sq. Ft.
Occupancy: 26



SCALE: 3/32" = 1'-0"

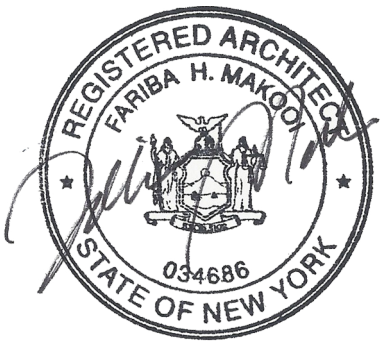
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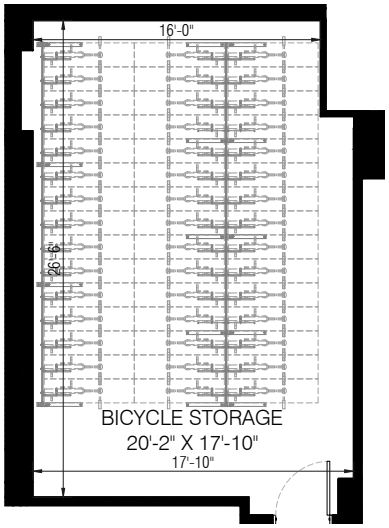




KEY PLAN

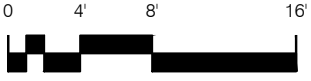
609 SECOND AVE MANHATTAN, NY 10016





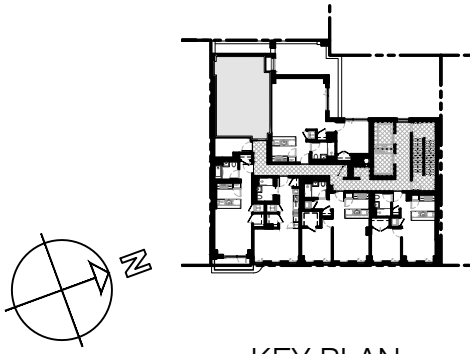
BICYCLE STORAGE ROOM

Floor No: 3
Room Area: 470 Sq. Ft.
45 Bicycle



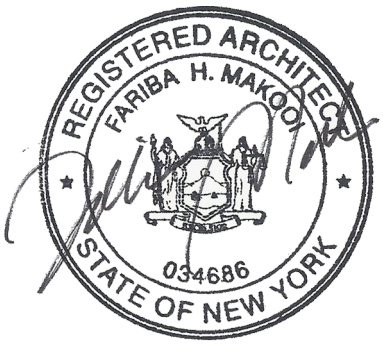
SCALE: 3/32" = 1'-0"

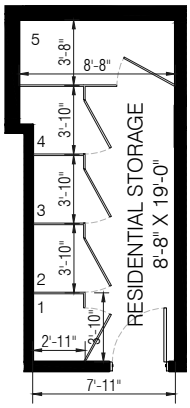
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Area calculations are taken from the exterior of exterior walls to the center of demising walls.



KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





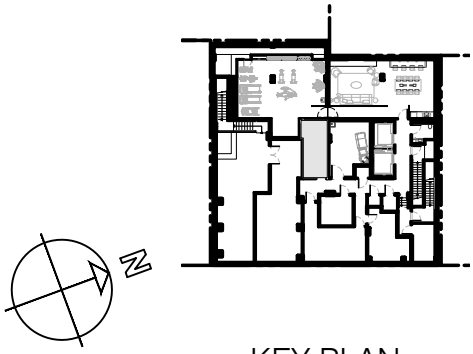
RESIDENTIAL STORAGE ROOM

Floor No: Cellar
Room Area: 155 Sq. Ft.
Storage Units: 5 BINS
Bin # 1, 2 & 3: 11 Sq. Ft. each
Bin #4: 12 Sq. Ft.
Bin #5: 32 Sq. Ft.



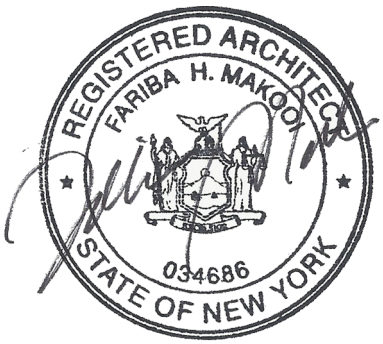
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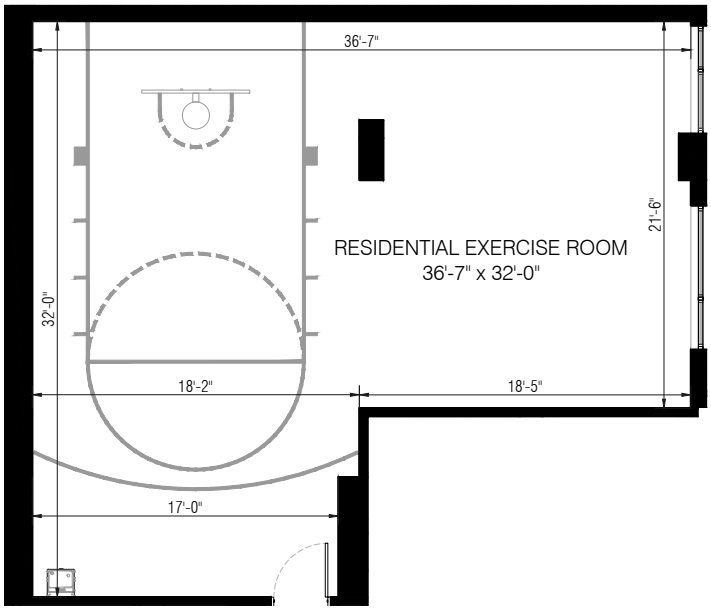
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KEY PLAN

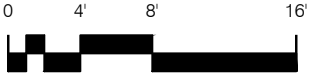
609 SECOND AVE MANHATTAN, NY 10016





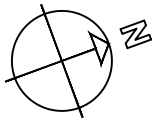
RESIDENTIAL EXERCISE ROOM

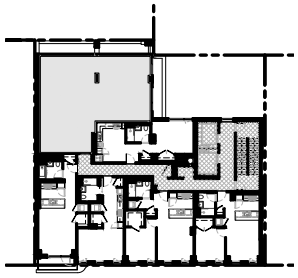
Floor No: 4
Room Area: 969.5 Sq. Ft.
Occupancy: 19



SCALE: 3/32" = 1'-0"

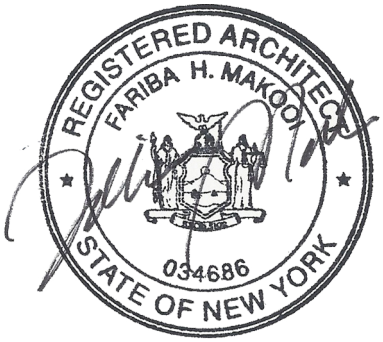
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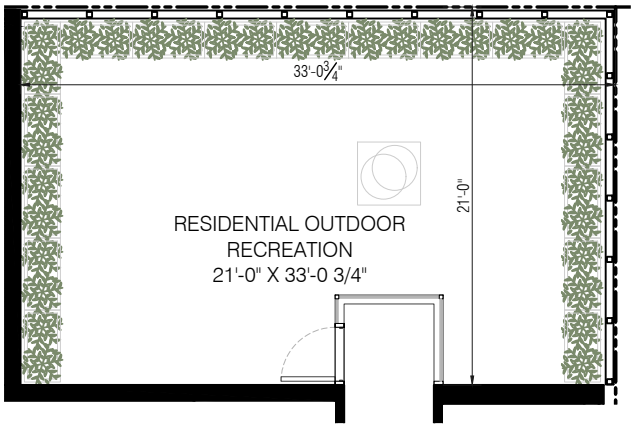




KEY PLAN

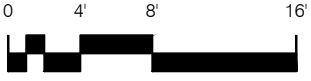
609 SECOND AVE MANHATTAN, NY 10016





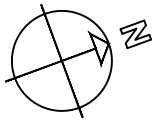
COURTYARD

Floor No: 1
Outdoor Recreation Space : 664 Sq. Ft.
Occupancy: 16



SCALE: 3/32" = 1'-0"

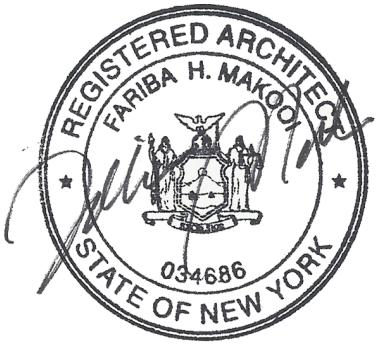
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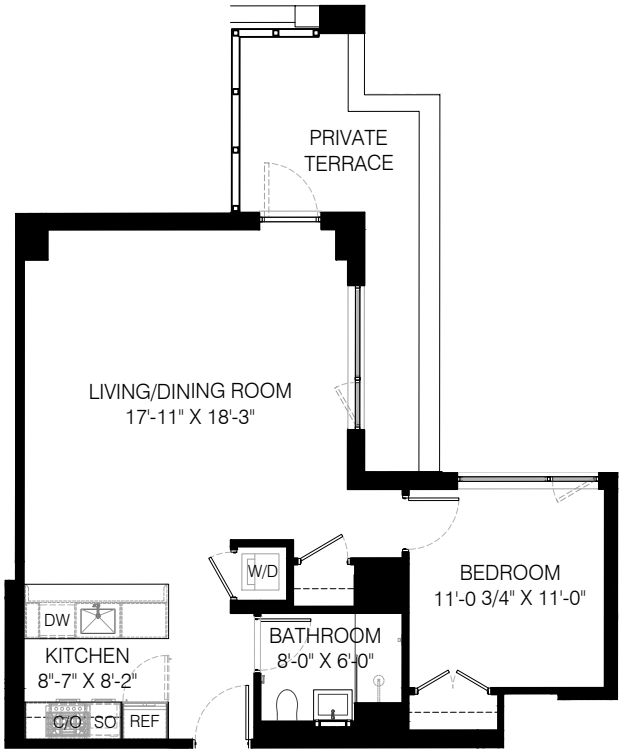




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 201

1 Bedroom
1 Bathroom
1 Private Terrace: 132 Sq. Ft.

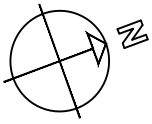
Floor No: 2 (Marketing Floor)
Unit Area: 773 Sq. Ft.

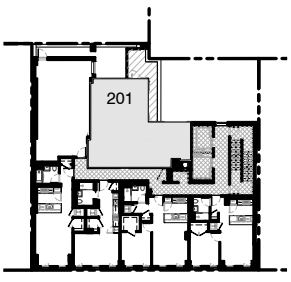
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

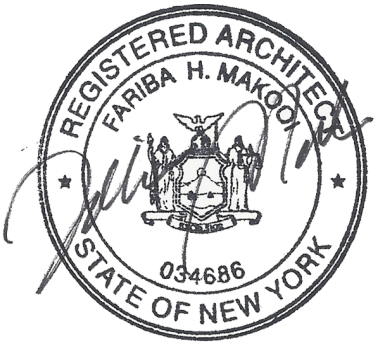
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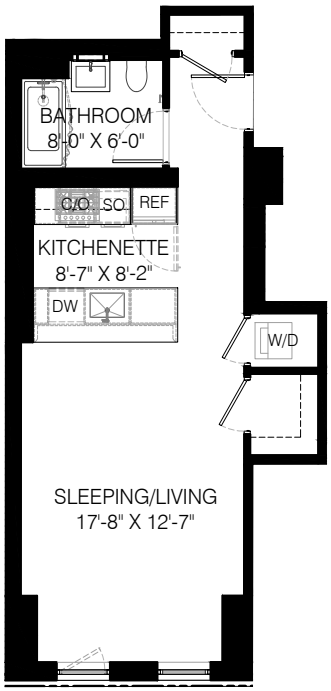




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 202

Studio
1 Bathroom

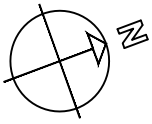
Floor No: 2 (Marketing Floor)
Unit Area: 533 Sq. Ft.

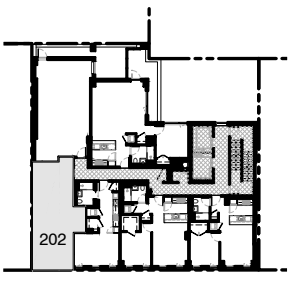
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

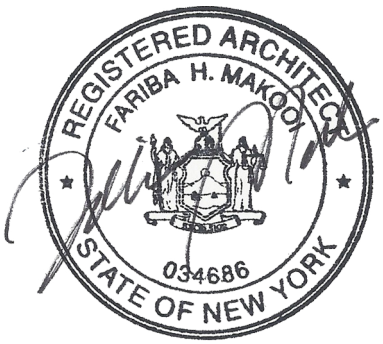
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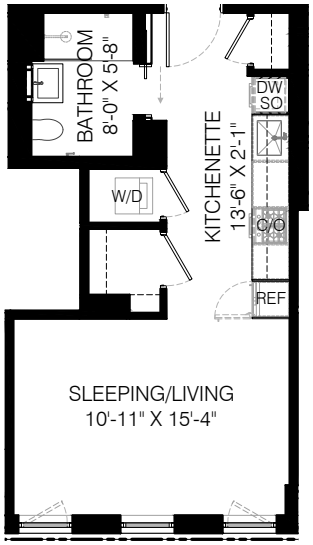




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 203

Studio

1 Bathroom

Floor No: 2 (Marketing Floor)

Unit Area: 442 Sq. Ft.

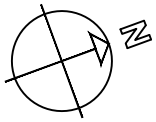
PLAN LEGEND

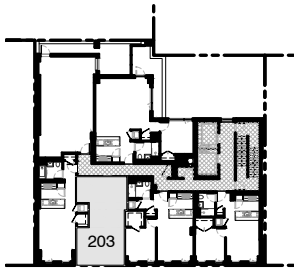
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

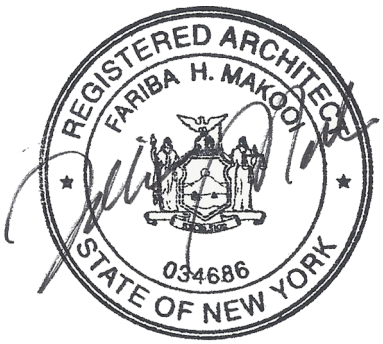
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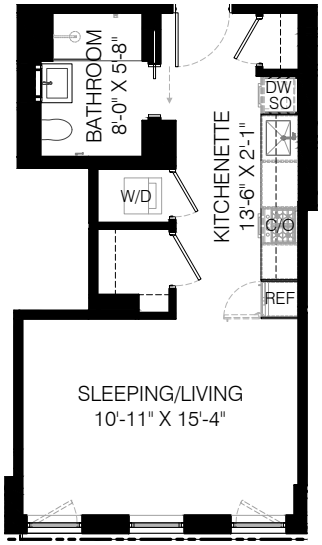




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 303-503

Studio

1 Bathroom

Floor No: 3-5 (Marketing Floor)

Unit Area: 444 Sq. Ft.

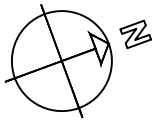
PLAN LEGEND

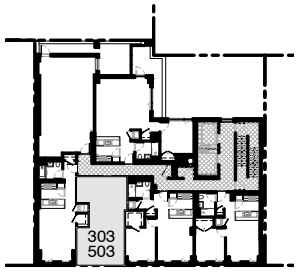
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

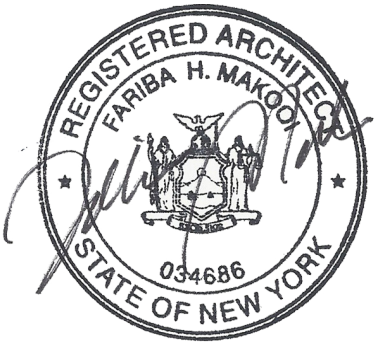
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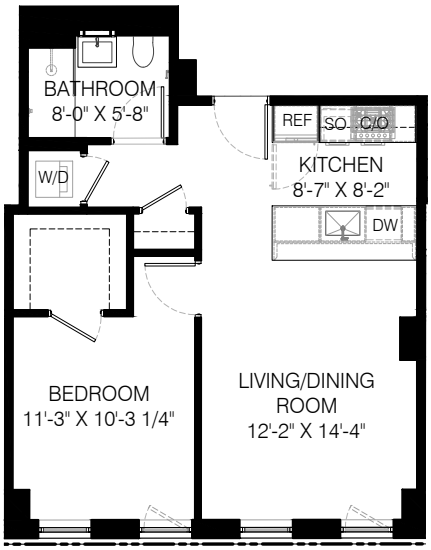




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 204-1004

1 Bedroom
1 Bathroom

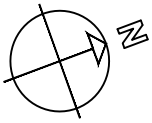
Floor No: 2-10 (Marketing Floor)
Unit Area: 610 Sq. Ft.

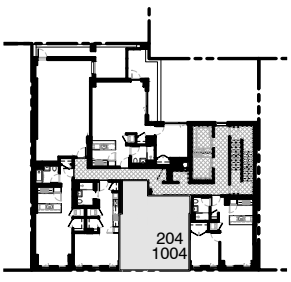
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

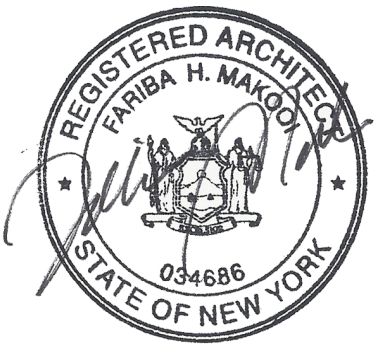
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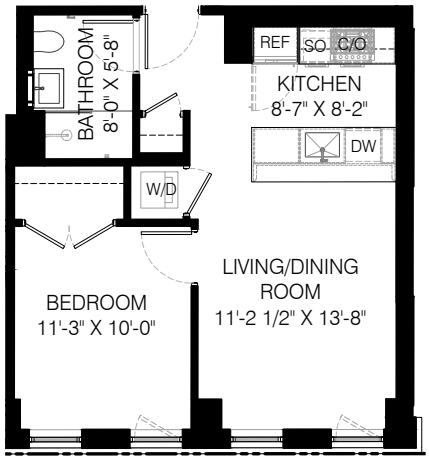




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 205-405

1 Bedroom
1 Bathroom

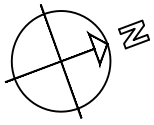
Floor No: 2-4 (Marketing Floor)
Unit Area: 555 Sq. Ft.

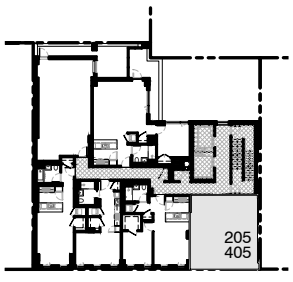
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

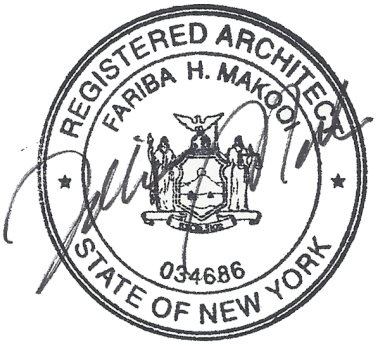
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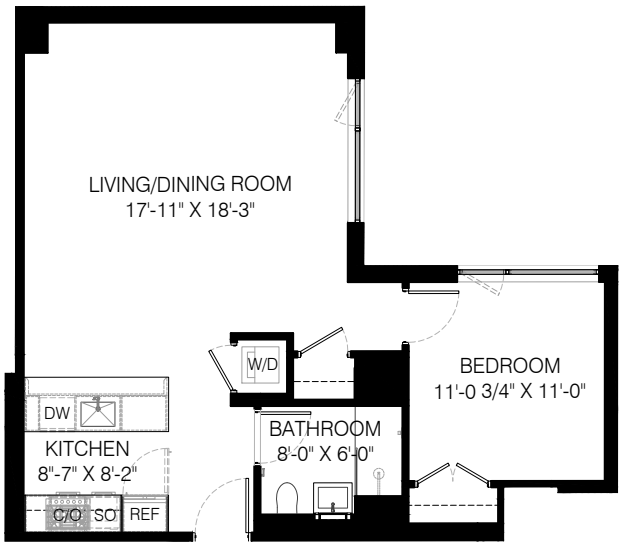




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 301

1 Bedroom
1 Bathroom

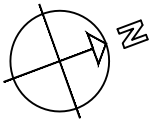
Floor No: 3 (Marketing Floor)
Unit Area: 773 Sq. Ft.

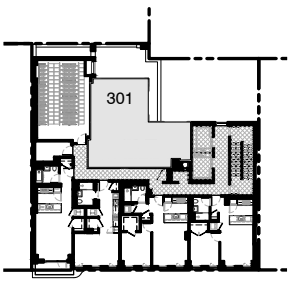
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

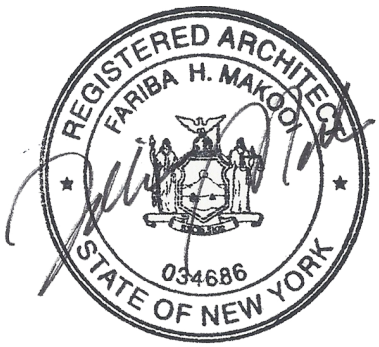
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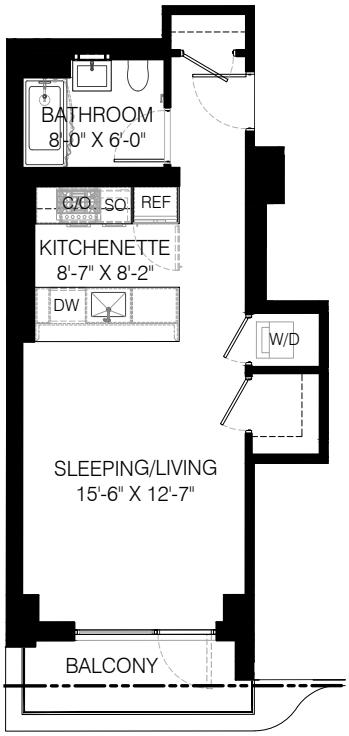




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 302-502

Studio

1 Bathroom

1 Balcony: 51 Sq. Ft.

Floor No: 3-5 (Marketing Floor)

Unit Area: 499 Sq. Ft.

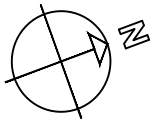
PLAN LEGEND

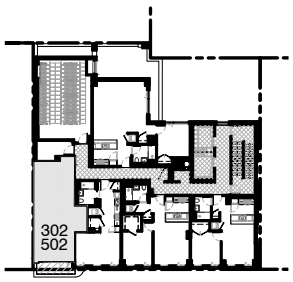
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

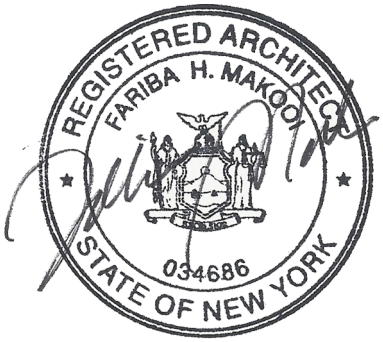
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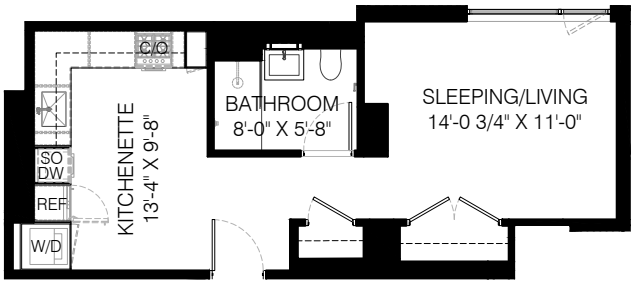




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 401

Studio

1 Bathroom

Floor No: 4 (Marketing Floor)

Unit Area: 473 Sq. Ft.

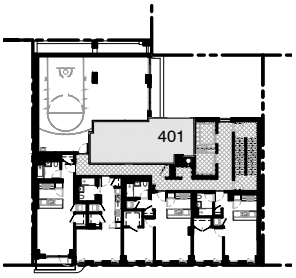
PLAN LEGEND

Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW

0 4' 8' 16'

SCALE: 3/32" = 1'-0"

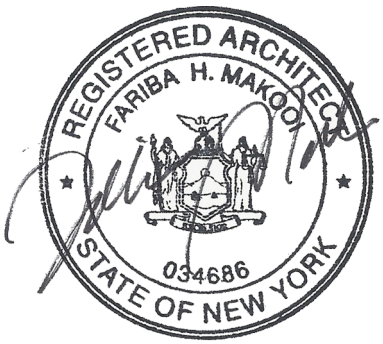
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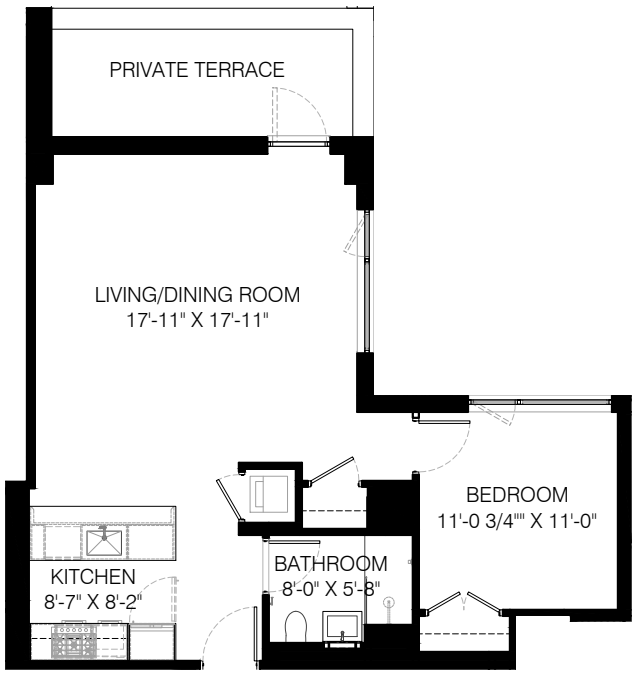


N

KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 501

1 Bedroom
1 Bathroom
1 Private Terrace: 101 Sq. Ft.

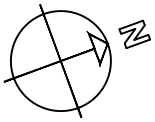
Floor No: 5 (Marketing Floor)
Unit Area: 769 Sq. Ft.

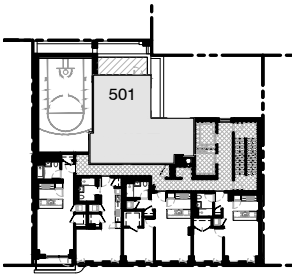
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

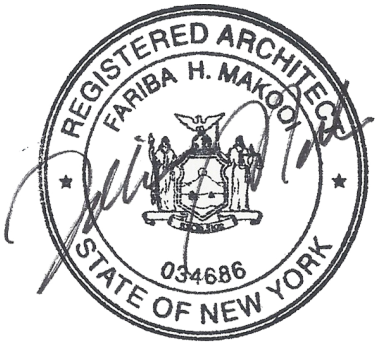
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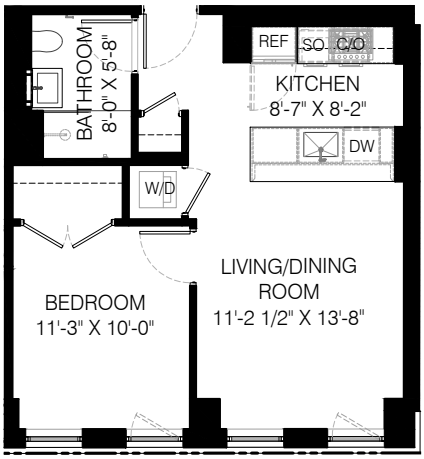




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 505

1 Bedroom
1 Bathroom

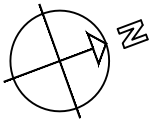
Floor No: 5 (Marketing Floor)
Unit Area: 566 Sq. Ft.

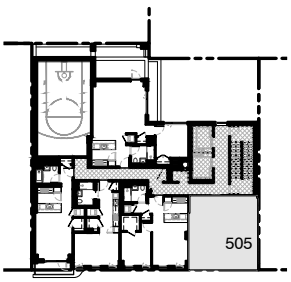
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

All dimensions are approximate and subject to normal construction variances and tolerances.
Dimensions are maximum overall, subtract cut-outs.
Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with offering plan.
Area calculations are taken from the exterior of exterior walls to the center of demising walls.

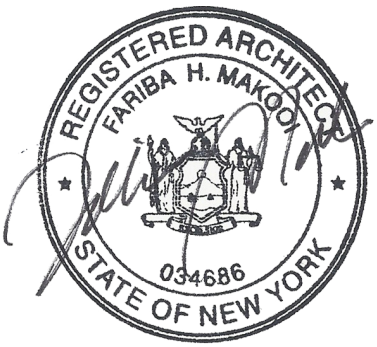


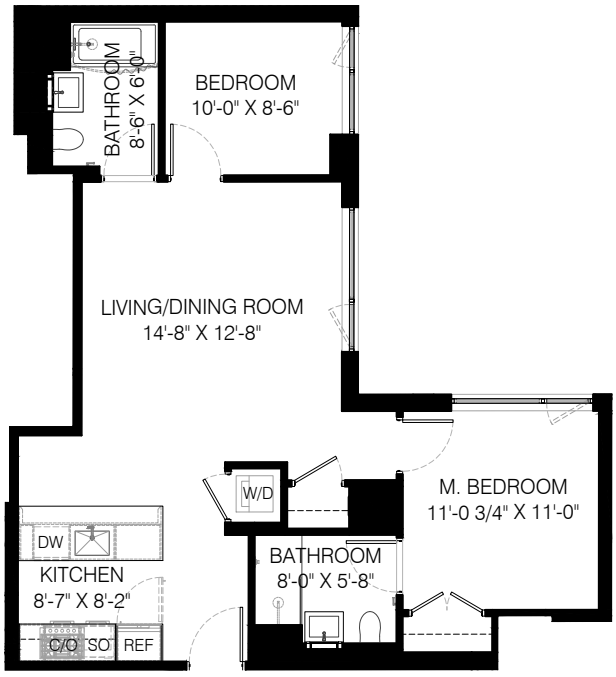


KEY PLAN

609 SECOND AVE

MANHATTAN, NY 10016





UNIT 601-701

2 Bedroom
2 Bathroom

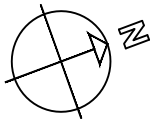
Floor No: 6-7 (Marketing Floor)
Unit Area: 858 Sq. Ft.

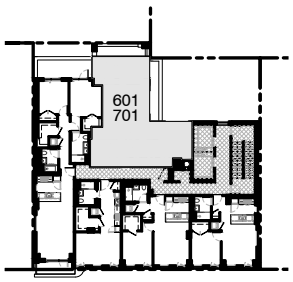
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

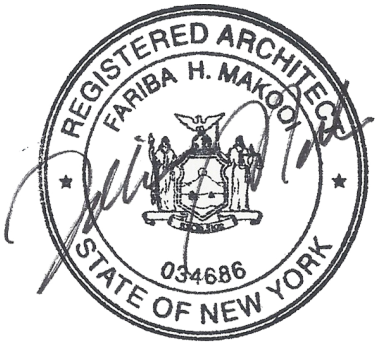
All dimensions are approximate and subject to normal construction variances and tolerances.
Dimensions are maximum overall, subtract cut-outs.
Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with offering plan.
Area calculations are taken from the exterior of exterior walls to the center of demising walls.

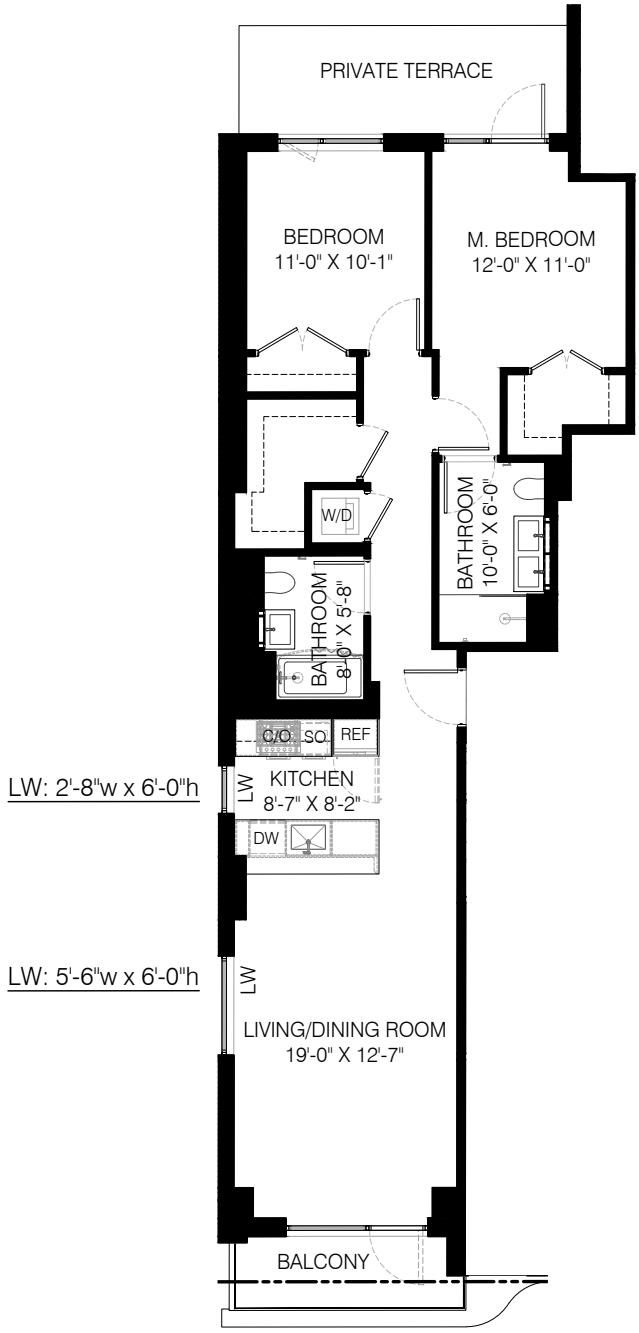




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 602

2 Bedroom
2 Bathroom
1 Private Terrace: 111 Sq. Ft.
1 Balcony: 51 Sq. Ft.

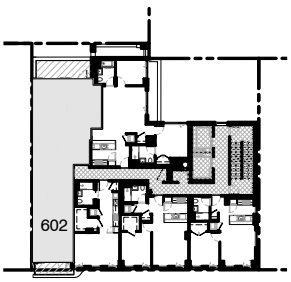
Floor No: 6 (Marketing Floor)
Unit Area: 1,052 Sq. Ft.

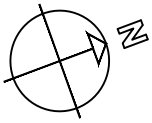


SCALE: 3/32" = 1'-0"

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Dimensions are maximum overall, subtract cut-outs.
Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with offering plan.
Area calculations are taken from the exterior of exterior walls to the center of demising walls.

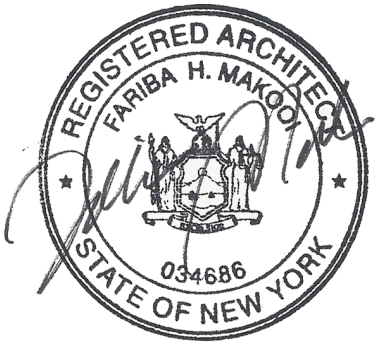
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW

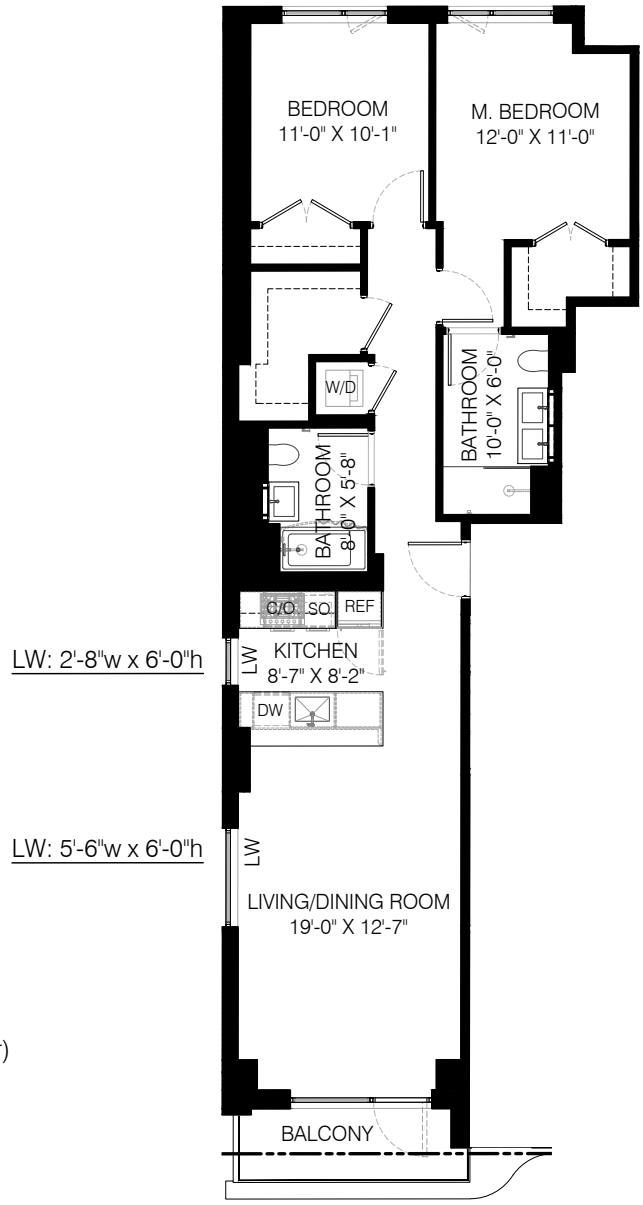




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 702-1002

2 Bedroom
2 Bathroom
1 Balcony: 51 Sq. Ft.

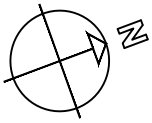
Floor No: 7-10 (Marketing Floor)
Unit Area: 1,052 Sq. Ft.

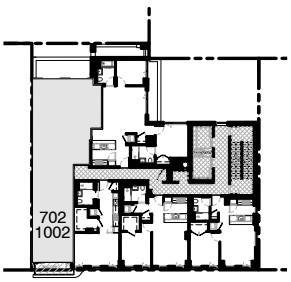
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

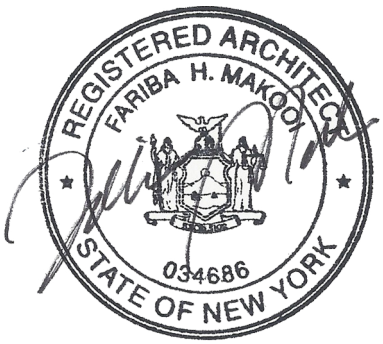
All dimensions are approximate and subject to normal construction variances and tolerances.
Dimensions are maximum overall, subtract cut-outs.
Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with offering plan.
Area calculations are taken from the exterior of exterior walls to the center of demising walls.

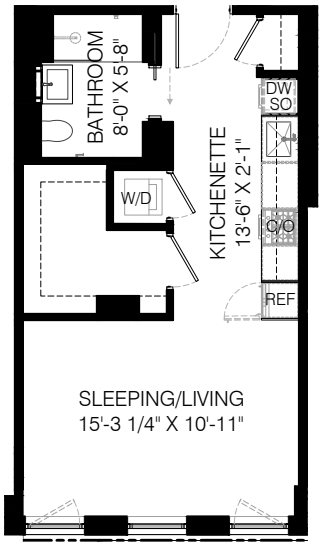




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 603-1003

Studio

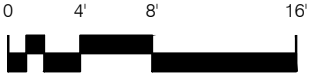
1 Bathroom

Floor No: 6-10 (Marketing Floor)

Unit Area: 478 Sq. Ft.

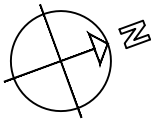
PLAN LEGEND

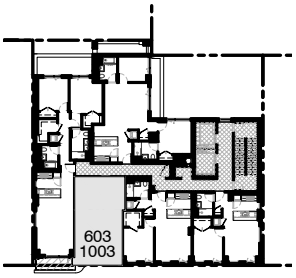
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

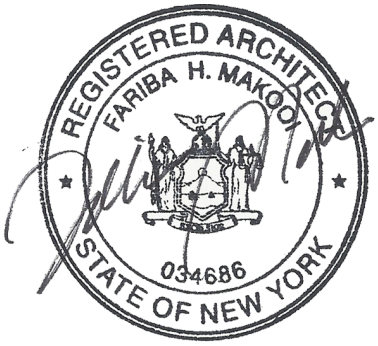
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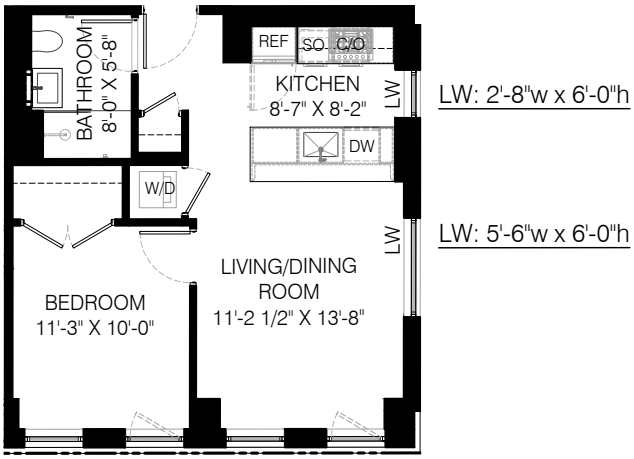




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 605-1005

1 Bedroom
1 Bathroom

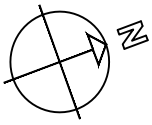
Floor No: 6-10 (Marketing Floor)
Unit Area: 566 Sq. Ft.

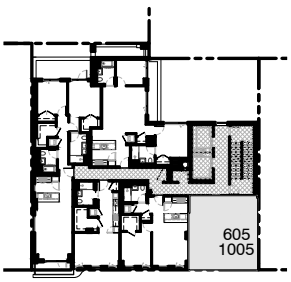
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW

0 4' 8' 16'

SCALE: 3/32" = 1'-0"

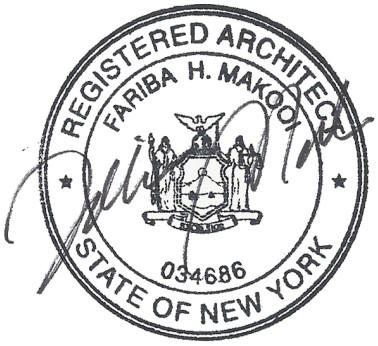
All dimensions are approximate and subject to normal construction variances and tolerances.
Dimensions are maximum overall, subtract cut-outs.
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Area calculations are taken from the exterior of exterior walls to the center of demising walls.





KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 801-1501

2 Bedroom
2 Bathroom

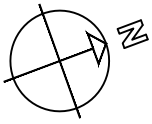
Floor No: 8-15 (Marketing Floor)
Unit Area: 941 Sq. Ft.

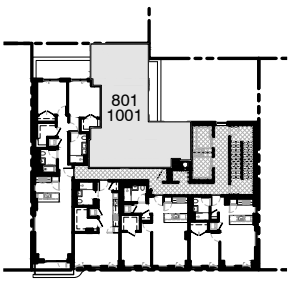
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

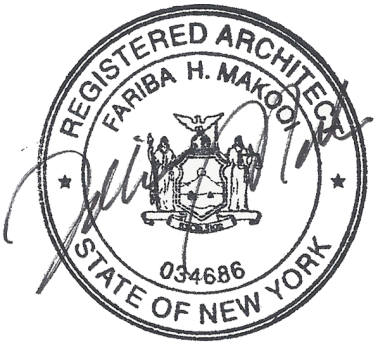
All dimensions are approximate and subject to normal construction variances and tolerances.
Dimensions are maximum overall, subtract cut-outs.
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KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 1102-1502

1 Bedroom
1 Bathroom

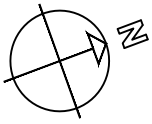
Floor No: 11-15 (Marketing Floor)
Unit Area: 681 Sq. Ft.

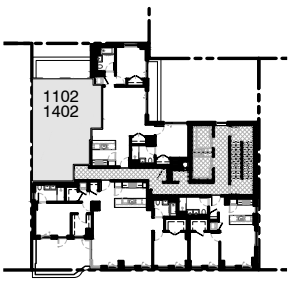
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

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Dimensions are maximum overall, subtract cut-outs.
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Area calculations are taken from the exterior of exterior walls to the center of demising walls.

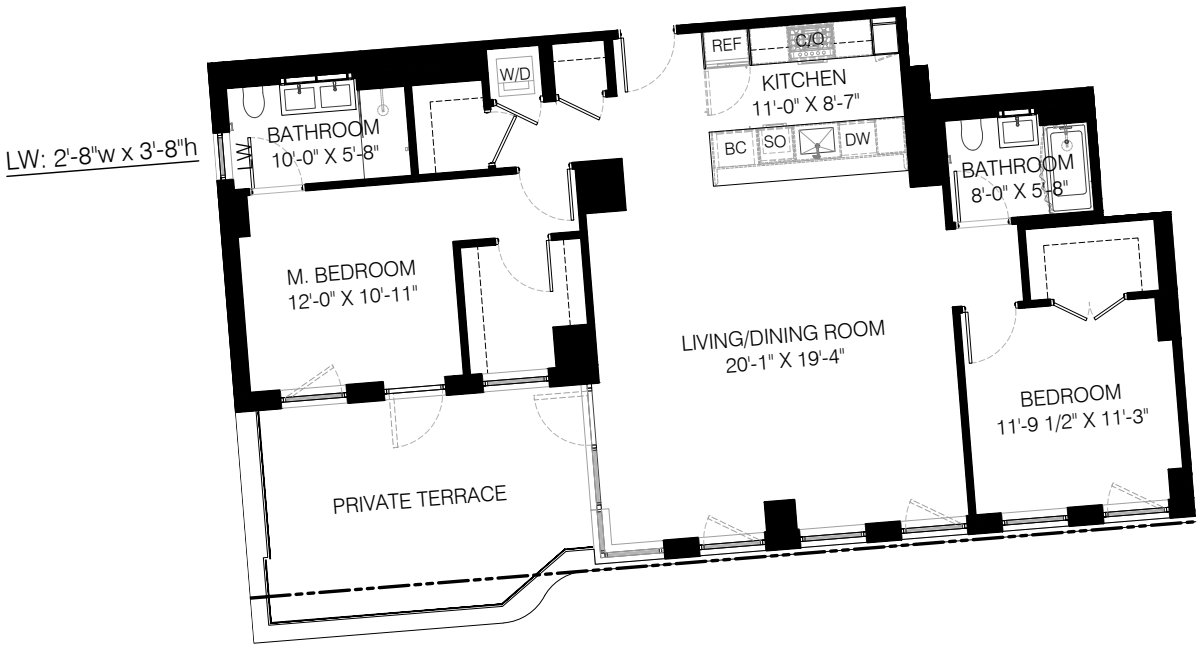




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016



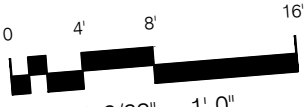


UNIT 1103

2 Bedroom
2 Bathroom
1 Private Terrace: 211 Sq. Ft.

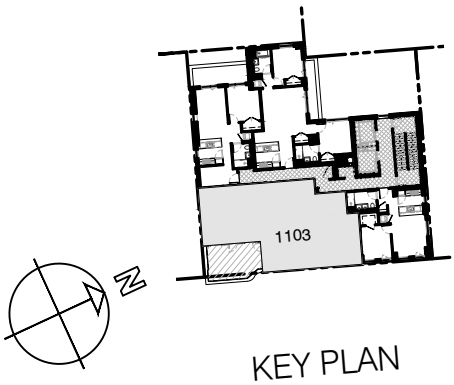
Floor No: 11(Marketing Floor)
Unit Area: 1,261 Sq. Ft.

PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



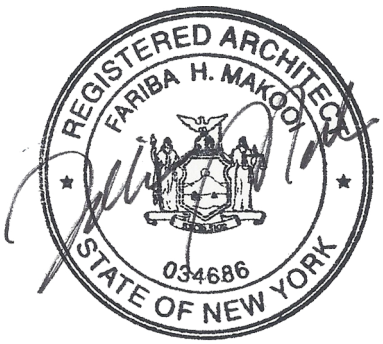
SCALE: 3/32" = 1'-0"

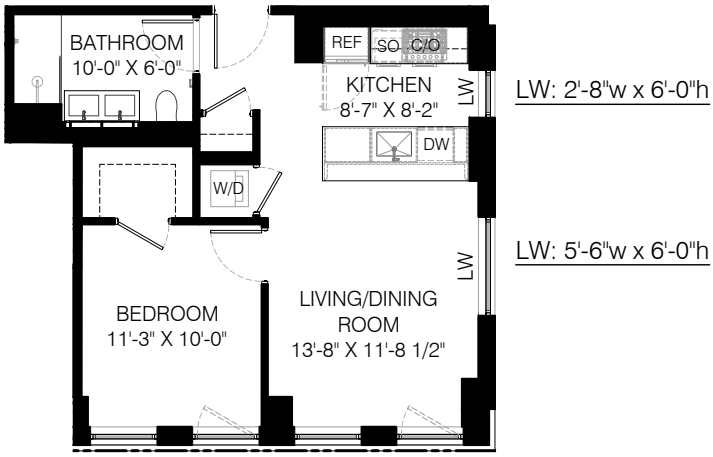
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Area calculations are taken from the exterior of exterior walls to the center of demising walls.



KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 1104-1504

1 Bedroom

1 Bathroom

Floor No: 11-15 (Marketing Floor)

Unit Area: 596 Sq. Ft.

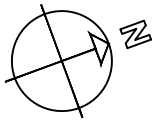
PLAN LEGEND

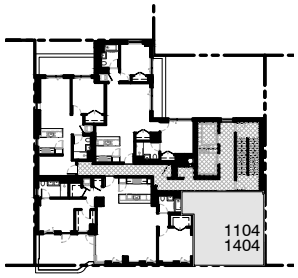
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

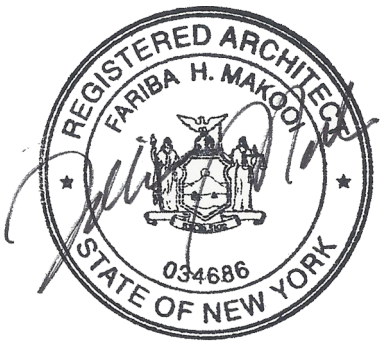
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Area calculations are taken from the exterior of exterior walls to the center of demising walls.



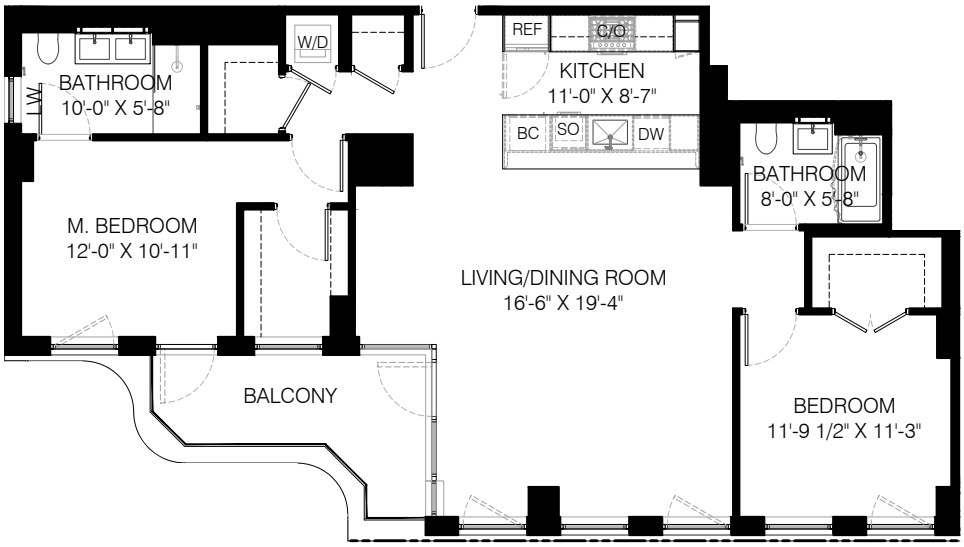


KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016



LW: 2'-8"w x 3'-8"h

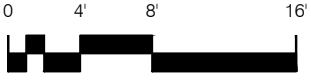


UNIT 1203

2 Bedroom
2 Bathroom
1 Balcony: 92 Sq. Ft.

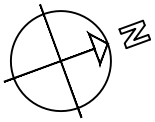
Floor No: 12 (Marketing Floor)
(Marketing Floor)Unit Area: 1,220 Sq. Ft.

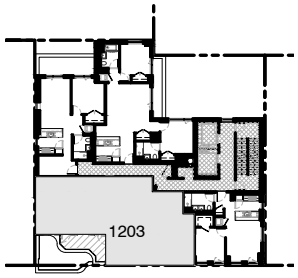
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

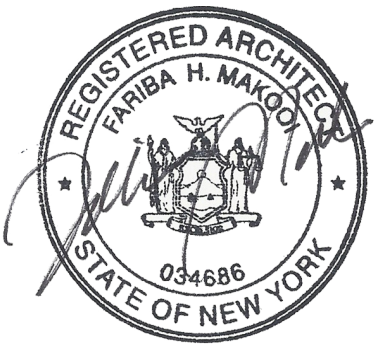
All dimensions are approximate and subject to normal construction variances and tolerances.
Dimensions are maximum overall, subtract cut-outs.
Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with offering plan.
Area calculations are taken from the exterior of exterior walls to the center of demising walls.

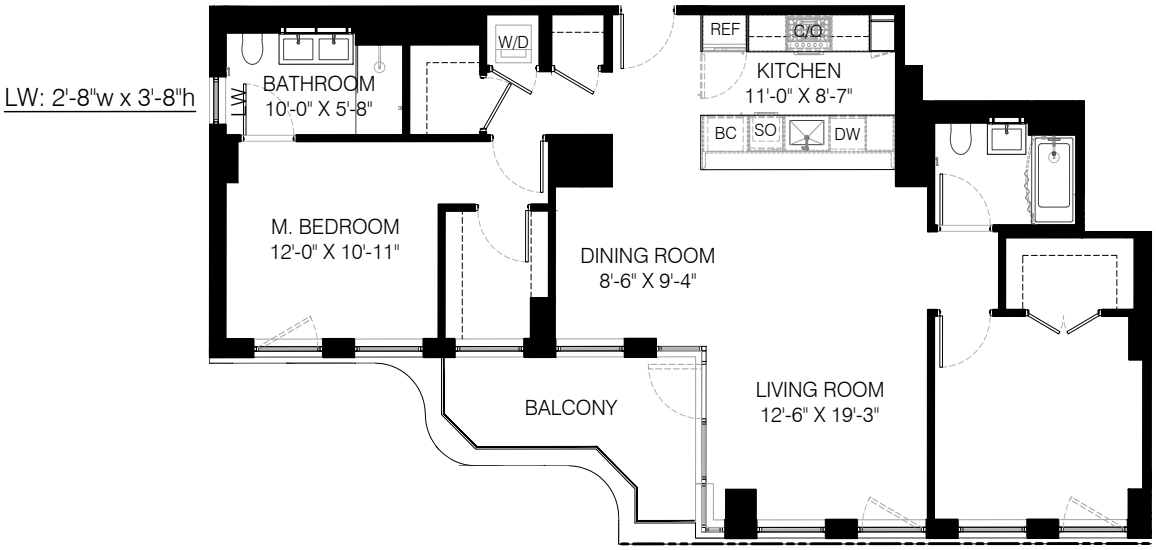




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016



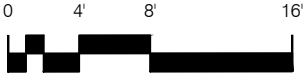


UNIT 1403

2 Bedroom
2 Bathroom
1 Balcony: 87 Sq. Ft.

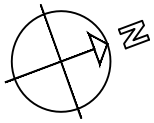
Floor No: 14 (Marketing Floor)
Unit Area: 1,178 Sq. Ft.

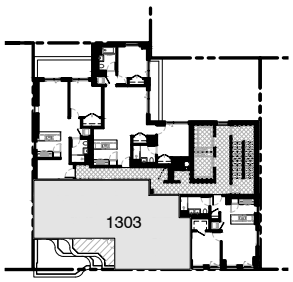
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

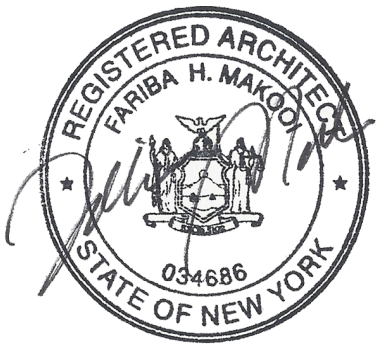
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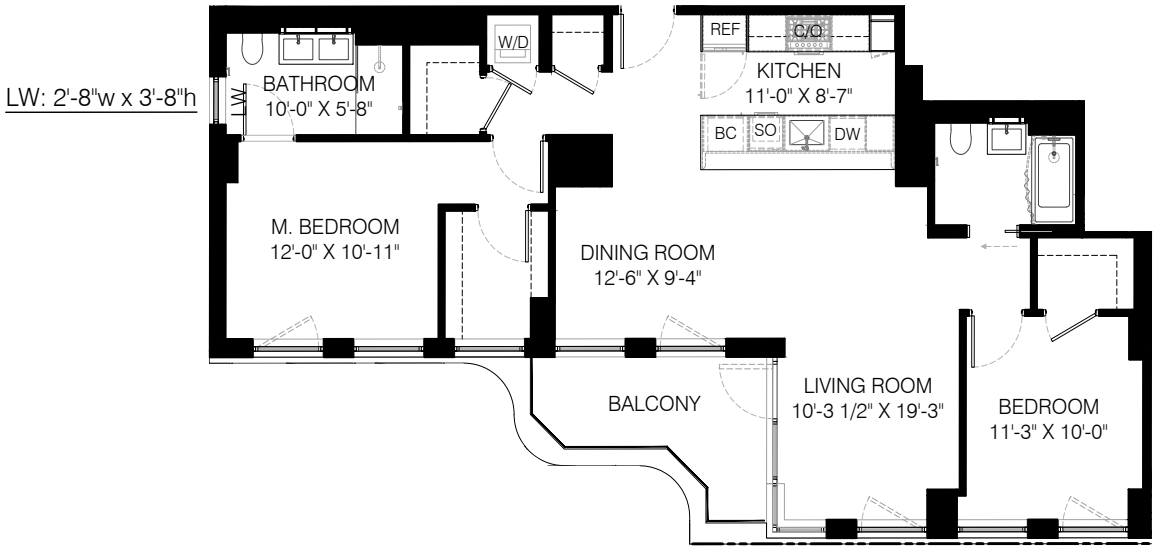




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT 1503

2 Bedroom
2 Bathroom
1 Balcony: 82 Sq. Ft.

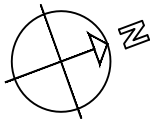
Floor No: 15 (Marketing Floor)
Unit Area: 1,136 Sq. Ft.

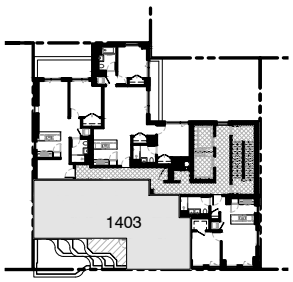
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

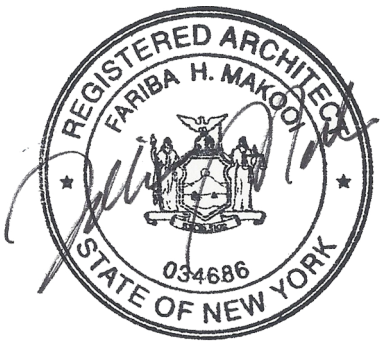
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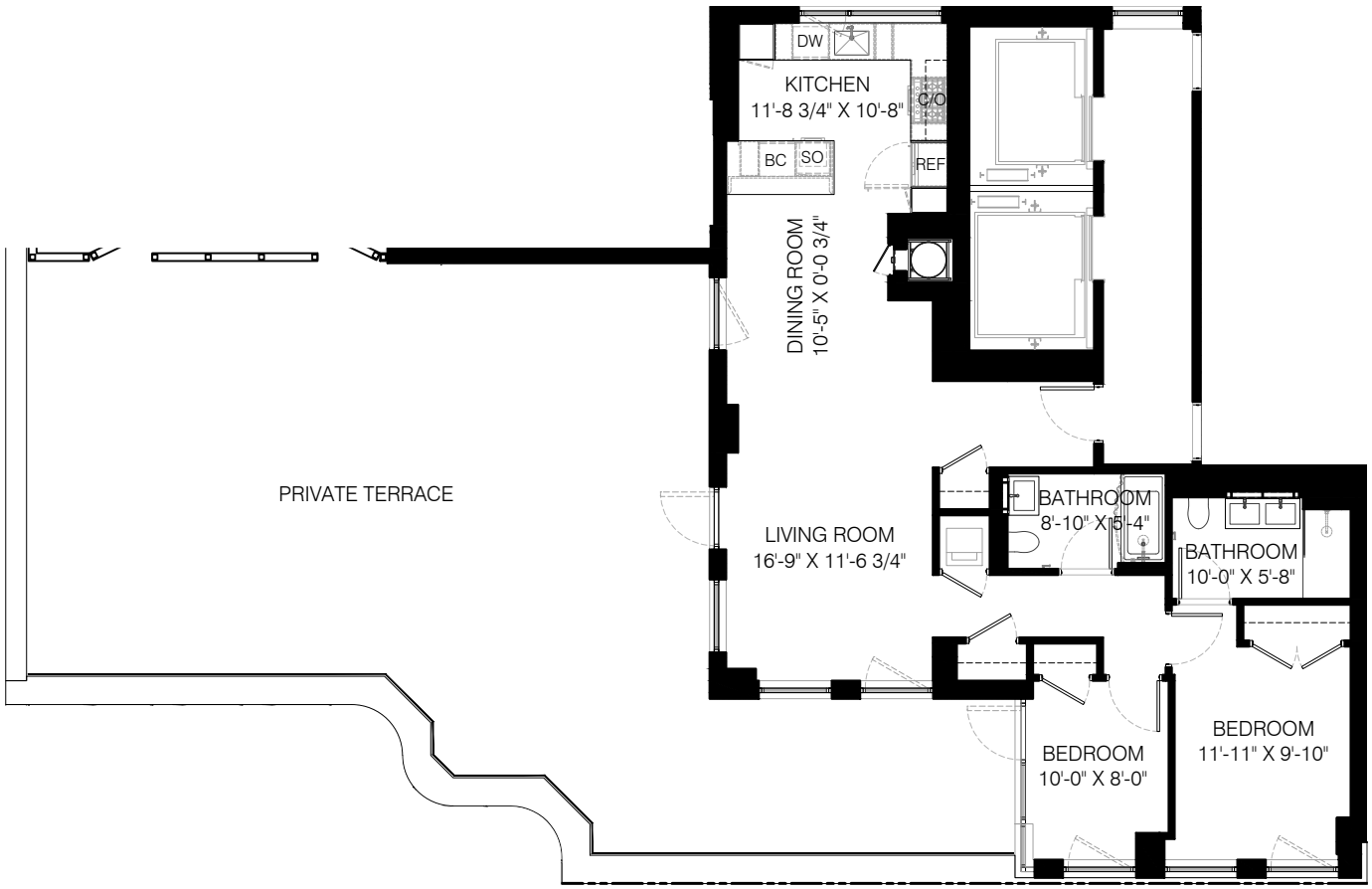




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016



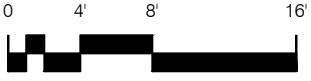


UNIT PH1

2 Bedroom
2 Bathroom
1 Private Terrace: 1,044 Sq. Ft.

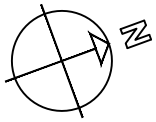
Floor No: PH1 (Marketing Floor)
Unit Area: 1,378 Sq. Ft.

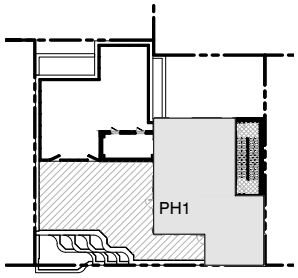
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

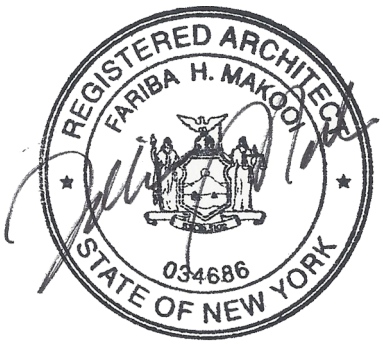
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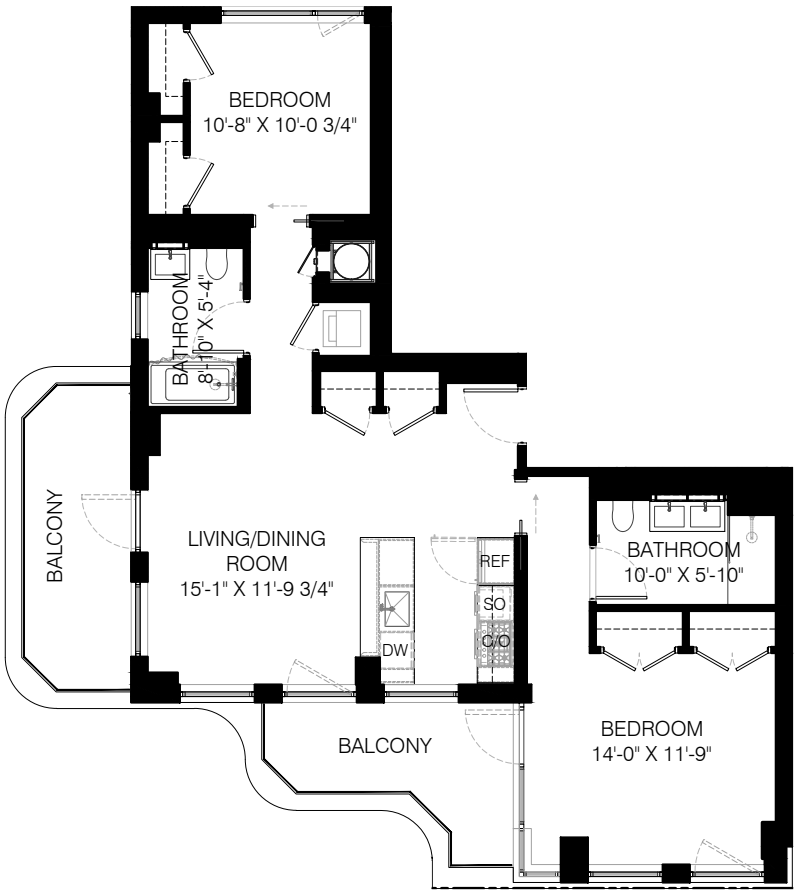




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016





UNIT PH2

2 Bedroom
2 Bathroom
2 Balcony: 187 Sq. Ft.

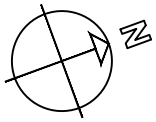
Floor No: PH2 (Marketing Floor)
Unit Area: 1,335 Sq. Ft.

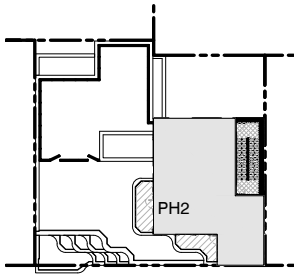
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

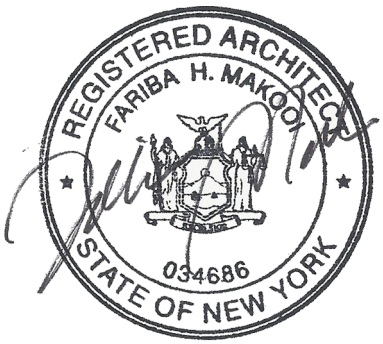
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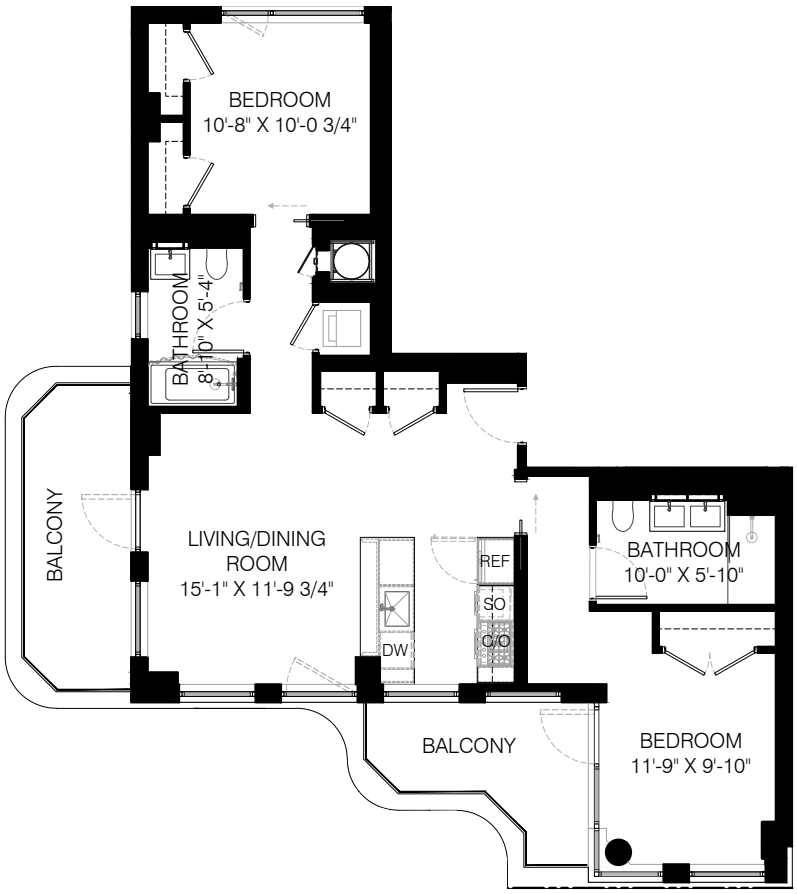




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016



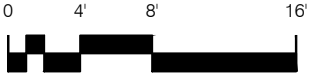


UNIT PH3

2 Bedroom
2 Bathroom
2 Balcony: 179 Sq. Ft.

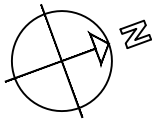
Floor No: PH3 (Marketing Floor)
Unit Area: 1,292 Sq. Ft.

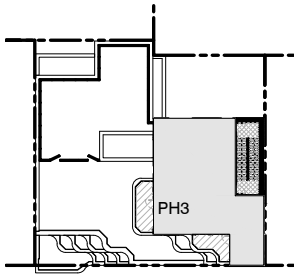
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

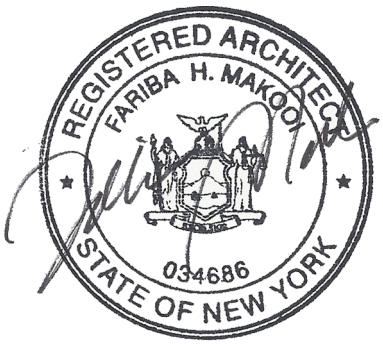
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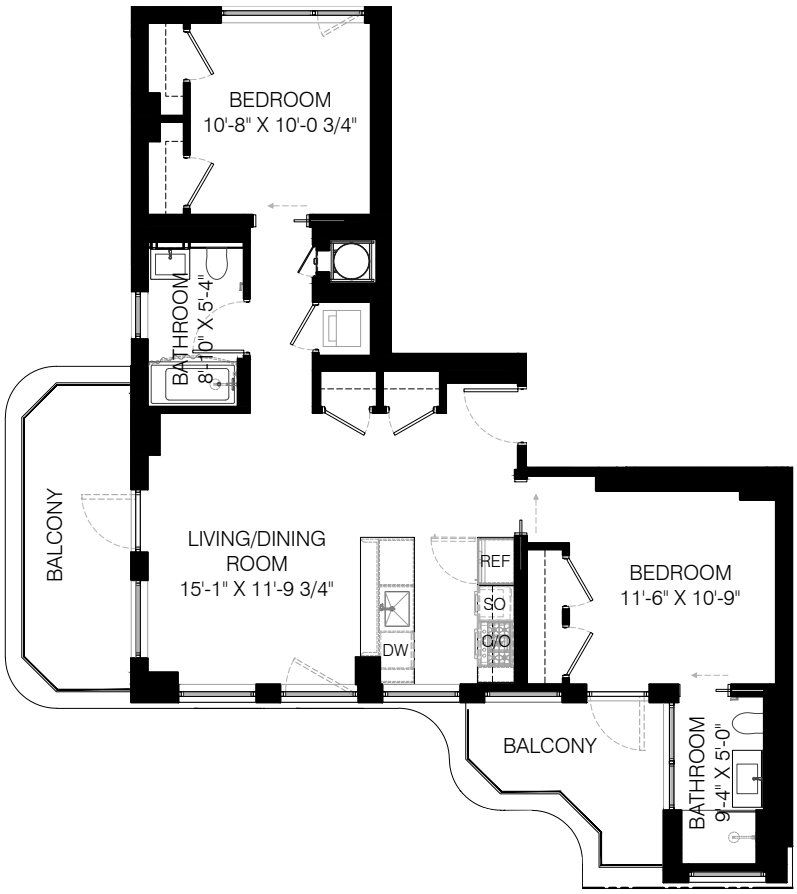




KEY PLAN

609 SECOND AVE MANHATTAN, NY 10016



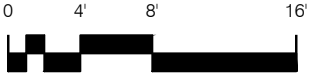


UNIT PH4

2 Bedroom
2 Bathroom
2 Balcony: 172 Sq. Ft.

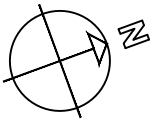
Floor No: PH4 (Marketing Floor)
Unit Area: 1,249 Sq. Ft.

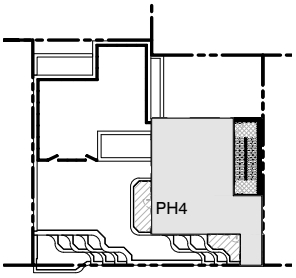
PLAN LEGEND
Washer/Dryer: W/D
Refrigerator: REF
Cooktop/Wall Oven: C/O
Dishwasher: DW
Speed Oven: SO
Beverage Cooler: BC
Lot Line Window: LW



SCALE: 3/32" = 1'-0"

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Dimensions are maximum overall, subtract cut-outs.
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Area calculations are taken from the exterior of exterior walls to the center of demising walls.





KEY PLAN

SCHEDULE H

FEE TITLE DESCRIPTION

FEE TITLE DESCRIPTION/RESIDENTIAL UNIT

A “Residential Unit” as hereinafter referred to shall be defined as follows:

> The approximate (within reasonable tolerances) physical dimensions of each Residential Unit consist of the area measured horizontally from the exterior face of the exterior walls to the centerline of walls separating one Residential Unit from corridors, stairs and other mechanical spaces or any common elements (as herein defined). Each Residential Unit will consist of the area measured vertically from the top of the structural slab to the underside (of any fire protection) of the structural members above.

SCHEDULE I

DECLARATION OF CONDOMINIUM

DECLARATION OF CONDOMINIUM

609 2ND AVENUE CONDOMINIUM
CONDO

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP
OF PREMISES LOCATED AT 609 2ND AVENUE
NEW YORK CITY, NEW YORK 10016
BOROUGH OF MANHATTAN AND
COUNTY, CITY AND STATE OF NEW YORK,
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY
LAW OF THE STATE OF NEW YORK.

DECLARANT/SPONSOR: **FLAT LG LLC**
ELEM 340 LLC
RC FLATBUSH LLC
1481 47TH Street
Brooklyn, New York 11219

DATE OF DECLARATION:

BLOCK: 914

FKA TAX LOTS: 29

NKA LOTS:

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Sponsor
Attn: Richard Herzbach, Esq.
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

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PLAN OF CONDOMINIUM UNIT OWNERSHIP

DECLARATION OF 609 2ND AVENUE CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE REAL
PROPERTY LAW OF THE STATE OF NEW YORK

In the Borough of Manhattan, County, City and State of New York on this ____ day of _____, 202_, Flat LG LLC, Elem 340 LLC and RC Flatbush LLC, each New York limited liability companies, organized and existing under the laws of the State of New York, with an office situated in Brooklyn, New York, together referred to herein as the "Declarant" or "Sponsor" represented in this Declaration by _____, who are fully empowered and qualified to execute this Declaration on behalf of the respective company do hereby state:

FIRST: SUBMISSION OF PROPERTY.

By this Declaration Flag LG LLC, Elem 340 LLC and RC Flatbush LLC who own the property described herein as of the date of the Declaration as Tenants in Common submit the property described in this Declaration, including the land and the Building and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith, to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: DESCRIPTION OF PROPERTY.

The Sponsor owns all that certain plot, piece or parcel of land, with the Building and improvements thereon erected, situate, lying and being in the Borough of Manhattan, and County, City and State of New York, and more particularly bounded and described on Schedule A annexed hereto and made a part hereto. The property will consist of sixty-five (65) Residential Units, a Commercial Unit and the Common Elements located in a building containing eighteen (18) floors and a cellar. The architect who prepared and certified the Plans is: Fisher + Makooi Architects, PLLC, with offices located at 259 W. 30th Street, Suite 401, New York New York 10001.

THIRD: DEFINITIONS.

The following words as hereinafter referred to shall be defined as follows:

1. "Annual Meeting" – The meeting of the Unit Owners of the Condominium held on a yearly basis or such other convenient date as the Board of Managers may designate subsequent to the First Annual Meeting.

2. “Bicycle Storage Room” – Designated Area located on the cellar level for the storage of bicycles to be utilized by the Residential Unit Owners and occupants of the Residential Unit.

3. “Board of Managers” - The governing body of the Condominium responsible for its affairs.

4. “Board Member” or “Member” – Each individual representative elected, designated or appointed to the Board of Managers. The Board Members are described as follows:

    a. “Residential Board Members” – The Board Members representing the Residential Unit Owners.

    b. “Commercial Board Member” – The Board Member representing the Commercial Unit Owners.

5. “Building” - The one (1) building including the Units and Common Elements of the Condominium.

6. “By-Laws” - The document governing the operation, use and occupancy of the Condominium, a copy of which is annexed to the Declaration of Condominium as Schedule C.

7. “City” – The City of New York.

8. “Commercial Area” – The area of the Condominium consisting of the Commercial Unit and Commercial Unit’s Limited Common Elements.

9. “Common Charges” - Each Unit Owner’s proportionate share of Common Expenses of the Condominium.

10. “Common Elements” - All portions of the Condominium, other than the Units. The Common Elements are divided as follows:

    a. General Common Elements, which are Common Elements shared by all Unit Owners.

    b. General Residential Units’ Limited Common Elements which are Common Elements for the exclusive use of all Residential Unit Owners.

    c. Individual Residential Unit’s Limited Common Elements which are the Common Elements for the exclusive use of an individual Residential Unit Owner or Owners.

    d. Commercial Unit’s Limited Common Elements which are Common Elements which are for the exclusive use of a Commercial Unit Owner or Owners.

11. “Common Expenses” – The Common Expenses are divided as follows:

    a. General Common Expense, which expenses incurred by all Unit Owners for the purpose of paying costs of the Condominium in connection with the repair, maintenance, replacement, restoration, or operation of, and any alteration, addition or improvement to the General Common Elements and to any Common Expenses applicable to the entire Building including but not limited to:

        (i) costs, expenses and amounts (including reasonable legal fees and disbursements, court costs and all other litigation expenses) paid, payable or incurred to perform, observe, enforce, uphold, protect, defend, maintain and collect sums payable under a right, remedy obligation, requirement, agreement or indemnity given in or pursuant to the terms of this Declaration, the By-Laws, and any Rules and Regulations governing the Condominium; and

        (ii) all sums designated common expenses by or pursuant to the provisions of the Condominium Act, the Declaration, or the By-Laws.

    b. Residential Common Expense, which expenses are incurred solely by Residential Unit Owners for the purpose of paying costs of the Condominium in connection with the repair, maintenance, replacement, restoration, or operation of, and any alteration, addition or improvement to the General Residential Units’ Limited Common Elements and to any Individual Residential Unit’s Limited Common Elements that have been delegated to the Condominium as a Residential Common Expense.

12. “Condominium” – 609 2nd Avenue Condominium which includes the Unit Owners, the Units and the Common Elements and as the term Condominium is used in Article 9-B of the Real Property Law of the State of New York.

13. “Condominium Act” - Article 9-B of the Real Property Law of the State of New York.

14. “Condominium Documents” - The Declaration of Condominium, the By-Laws, the As-Built Floor Plans of the Units and the Condominium Unit Designation Map (as provided in the Condominium Act) as the same may be amended from time to time.

15. “Condominium Property” or “Property” – The overall area of the Condominium.

16. “Declaration of Condominium” - The instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may from time to time be amended, consistent with the provisions of the Condominium Act and of the By-Laws.

17. “Easement Volume” – The area within the Condominium reserved for transit-related use as per the Easement Volume Agreement.

18. “Easement Volume Agreement”- The Easement Volume Agreement by and between the Sponsor and the New York City Transit Authority (the “Authority”) dated as of February 8, 2021 and recorded in the New York City Register’s Office as Document ID:2021030401415001.

19. “First Annual Meeting” – The date of the first annual meeting of the Unit Owners.

20. “First Board of Managers” – The initial Board Members of the Board of Managers.

21. “Grantee” – The person to whom an interest in real property is conveyed.

22. “Grantor” – The person conveying an interest in real property.

23. “Institutional Mortgage” - A first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company, Sponsor Lender, or other institutional lender or a mortgage granted by the Sponsor, its successor, designee or assignee to a purchaser of a Unit or in which the Sponsor, its successor, designee or assignee participates with one of the above.

24. “Insurance Trustee” – A bank or trust company located in the State of New York, designated by the Board of Managers. The Sponsor Lender is to be designated as Insurance Trustee, unless it declines to serve in such role, for so long as its mortgage encumbers any Unsold Unit or remains unpaid. The costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium.

25. “License Agreement” – The agreement entitling the Licensee the exclusive right to use a Storage Space during the term of the agreement.

26. “License Fee” – The monthly fee charged for the costs associated with the Storages Spaces to be paid by each Residential Unit Owner who has entered into a License Agreement for a Storage Space. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Spaces and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space and in the overall square footage of all the Storage Spaces as reflected in Schedule A-1 of

the Offering Plan. The License Fee is in addition to the Common Charges and any Special Assessments for the Residential Unit.

27. "Licensee" – A Residential Unit Owner in the Condominium who has entered into a License Agreement with the Board of Managers as the Licensor for a Storage Space.

28. "Licensor" – The Board of Managers of the Condominium who has entered into a License Agreement with a Residential Unit Owner in the Condominium for Storage Space.

29. "Limited Common Elements" - A Common Element appurtenant to a particular Unit or Units, the use of which is restricted to the Owner or Owners of such Unit or Units. Limited Common Elements may also be referred to as an Irrevocably Restricted Common Element.

30. "The New York City Transit Authority" – (also referred to as the "Authority") - A public benefit corporation organized under and existing by virtue of the laws of the State of New York, having offices at 2 Broadway, New York, New York 10004, acting for itself and on behalf of The City of New York (the "City"), a New York municipal corporation.

31. "Officer" – One (1) of the officers of the Condominium chosen by the Board of Managers as provided for in Article IV of the By-Laws of the Condominium including the President, Vice President, Secretary and Treasurer.

32. "Percentage of Common Interest" - The proportionate, undivided interest each Unit Owner has in the Common Elements.

33. "Possession Date"- The date set forth in a written notice ("Possession Notice") from the Authority to the Declarant or the Condominium Board of Managers stating that the Authority has determined that the Easement Volume is required for transit purposes as per the provisions of the Easement Volume Agreement.

34. "Reserve Fund" – The fund to be held by the Condominium to be used for capital improvements to the Building.

35. "Reserve Fund Account" – The account in which the Reserve Funds will be deposited.

36. "Residential Area" – The area of the Condominium consisting of the Residential Units and General Residential Units' Limited Common Elements and Individual Residential Unit's Limited Common Elements.

37. "Residential Lobby" – The lobby located on the ground level of the Building for use by the Residential Unit Owners, residents of the Buildings (including family and permitted occupants of a Residential Unit Owner and their tenants), guests, employees, agents, independent contractors, licensees, or invitees of a Residential Unit Owner.

38. "Residential Unit's Exclusive Cost"- Any common expense of the Condominium that is to be charged solely to the Residential Units based upon the Residential Unit's Residential Interest as reflected in Schedule B of the Declaration of Condominium.

39. "Residential Unit's Residential Interest" – Each Residential Unit's interest in the Residential Area of the Condominium as reflected in Schedule B of the Declaration.

40. "Right of First Refusal" – The right of the Board of Managers to match a bona fide offer of a sale or lease of a Residential Unit or the Community Facility Unit as provided for in the By-Laws.

41. "Rules and Regulations" – The Rules and Regulations contained in Article VIII of the By-Laws as the same may be amended, altered, waived or added to by the Board of Managers.

42. "Special Assessment" – A Common Expense of the Condominium that is not included in the monthly Common Charges applicable to a Unit.

43. "Special Meeting" – A special meeting of the Unit Owners called pursuant to Article II, Section 10 of the By-Laws.

44. "Sponsor" – Flat LG LLC, Elem 340 LLC and RC Flatbush LLC, each a New York limited liability company and their successors, assigns and designees.

45. "Sponsor Control Period" – The period of time the Sponsor has the right to retain control of the Members of the Board of Managers of the Condominium.

46. "Sponsor Lender" – Ponce Bank, 2244 Westchester Avenue, Bronx, New York 10462, for so long as its mortgage encumbers an Unsold Unit in the Condominium or remains unsatisfied.

47. "Storage Space" – One (1) of the storage spaces of the Building that will be offered for exclusive use to Residential Unit Owners pursuant to a License Agreement.

48. "Storage Space Area" – The area of the Building that contains the Storage Spaces that will be subject to a License Agreement.

49. "Storage Space License Expense" – The total fee charged to an initial Purchaser of a Residential Unit who enters into a License Agreement for a Storage Space, which Storage Space License Expense is to be paid by the Licensee/Purchaser to the Sponsor.

50. "Unit" – One (1) of the Units in the Condominium. The Units are categorized as follows:

    a. "Residential Unit" – One (1) of the Units designated as a Residential Unit in Schedule B of the Declaration for residential use.

    b. "Commercial Unit" – The Unit designated as a Commercial Unit in Schedule B of the Declaration of Condominium to be used for any use permitted by New York City pursuant to applicable zoning.

    As used herein the terms "Residential and Commercial Unit" are equivalent to the term "Unit" in Article 9-B of the Real Property Law of the State of New York.

    As used herein the term "Unit" shall include all the Units in the Condominium.

51. "Unit Owner" – A Unit Owner includes all the Unit Owners in the Condominium. Unit Owners are described as follows:

    a. "Residential Unit Owner" – The Owner of a Residential Unit.

    b. "Commercial Unit Owner" – The Owner of a Commercial Unit.

52. "Unsold or Untitled Unit" - Any Unit in which title is retained by the Sponsor and any of its successors or assigns or designees until such time as the same has been sold and title conveyed to a third party. It shall not include a Residential Unit which is used for personal occupancy of the Sponsor, any of its principals or any of its successors or assigns or designees.

53. "Working Capital" – The funds paid by each Purchaser at Closing to the Condominium to be used towards expenses of the Condominium.

54. "Working Capital Fund" – The account in which the Working Capital Funds will be deposited.

FOURTH: COMMUNITY/MEASUREMENT OF UNIT.

A. Community - The Sponsor is constructing on the described parcel a

mixed-use Condominium Community known as 609 2nd Avenue Condominium, according to the plans filed simultaneously with the recording of this Declaration in the New York City Register's Office, which Plans set forth a description of the Building stating the number of stories and number of Units. The architect who prepared and certified the Plans is: Fisher + Makooi Architects, PLLC, with offices located at 259 W. 30th Street, Suite 401, New York, New York 10001.

The Condominium will consist of sixty-five (65) Residential Units and one (1) Commercial Unit located in an eighteen (18) story building with cellar. The Condominium will also include accessory Storage Spaces located in the Storage Space Areas in the cellar of each Building.

The foundation of the Building will consist of cast-in-place concrete walls, piles, pile caps, grade beams and slab on grade bearing on subgrade. The Building is supported on mini piles socketed into bedrock. The superstructure including all balconies, roof levels and floor levels consists of conventionally reinforced cast-in-place concrete flat plate slabs supported on cast-in-place concrete columns and shear walls.

Each of the Units has access to each other Unit or to any other portion of the Condominium or to a street upon which the Condominium abuts by means of a walk hallway, or lobby. For the purposes of describing the location of the Building, approximate area, type and number of rooms of each Unit and the Common Elements to which each Unit has immediate access, each Unit is described as shown on Schedule B annexed hereto. Each Unit will be sold to one or more Unit Owners, each Unit Owner obtaining fee ownership, together with an undivided Percentage of Interest in the Common Elements of the Condominium, as listed hereinafter in this Declaration and referred to as the "Common Elements," all of the above in accordance with Article 9-B of the Real Property Law of the State of New York. The designation of the number of rooms, interior partitions and kitchen and bathroom facilities may be changed by mutual consent of the Sponsor and the Unit Owner at the time of construction of the Unit.

The aforesaid Condominium has a zoning lot area of approximately 8,031.45 square feet.

B. Measurement of Units –

1. Residential/Commercial Unit

a. Measured horizontally, the Unit area is measured from the exterior face of exterior walls adjacent to the Unit to the centerline of the demising wall between Units, corridors, elevator and stairs.

b. Residential Unit (PH) area on 15th – 18th Floors will be the entire floor area without the common egress stair on each floor.

c. Measured vertically, the Units will consist of the volume from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above.

d. Common Elements which fall within the boundaries of the Unit are not deducted from the square foot area of the Unit but are not part of the Unit.

FIFTH: COMMON ELEMENTS.

The Common Elements will consist of the entire Property, including all parts of the Condominium and improvements thereon, other than the Units, and will consist of the following:

1. General Common Elements – General Common Elements are those shared by all Unit Owners and include all portions of the Condominium except for the individual Units, the General Residential Units' Limited Common Elements, the Individual Residential Unit's Limited Common Elements, and the Commercial Unit's Limited Common Elements Limited Common Elements (irrevocably restricted in use to specified Units or Unit Owners) and include without limitation the following:

a. The land on which the Condominium is erected and all other land within the boundaries of the Property;

b. All portions of the roof, including gutters and leaders, roof drains, parapets, copings and bulkheads, that are not restricted in use to a specific Unit or Units and intended for the common use and service of both the Residential Area and Commercial Area of the Building;

c. The exterior façade and walls of the Building;

d. All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Unit and any interior load bearing walls that are not part of a Unit and are for the common use and service of both the Residential and Commercial Areas of the Building;

e. Stairs, stairways, common hallways which are not located wholly within a Unit and entrances and exits to and from the Condominium other than entrances to the individual Units which are intended for

the common use and service of the entire Building;

f. All improved and unimproved areas of the Condominium located outside the boundaries of a Unit intended for the common use and service of both the Residential and Commercial Areas of the Condominium;

g. All central and appurtenant installations for services such as power, light, telephone, television, cable, gas, hot and cold water and heat (including all boilers, pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces intended for common use and service of both the Residential and Commercial Areas of the Building;

h. All drainage systems, sewer equipment, sewers and/or storm sewer systems, sewer ejector pump, pipes, building drains, drywells, or detention tanks or facilities (including vent lines, ejectors, interceptors, filters and valves) downspouts, and roof drainage systems intended for the common use and that service both the Residential and Commercial Areas of the Building;

i. All mechanical equipment, mechanical equipment rooms, ventilation system, compactor, refuse rooms, utility meters, storage areas, if applicable, intended for the common use and service both the Residential and Commercial Areas of the Building;

j. The fire protection system including standpipes/combined standpipe sprinkler risers, fire hose valve, sprinkler heads and Siamese connections that service both the Residential and Commercial Areas of the Building;

k. All telephone and cable rooms, meter rooms, equipment rooms, elevator rooms, trash rooms, water service rooms, fire pump rooms and any other mechanical rooms or areas intended for the common use and service both the Residential and Commercial Areas of the Building;

l. All tanks, pumps, motors, fans, compressors, elevator equipment and control equipment intended for the common use and service both the Residential and Commercial Areas of the Building;

m. Any heating, cooling, ventilation or other mechanical system located in the Common Elements intended for the common use and service of both the Residential and Commercial Areas of the Condominium;

n. All electrical risers, feeders, lines and equipment, including incoming services, main switchgear and distribution panelboards, conduits, wires, meters and transformers for the common use and service of both the Residential and Commercial Areas of the Condominium;

o. Any sprinkler system located in the Common Elements and intended for the common use and service both the Residential and Commercial Areas of the Building;

p. Any elevator, elevator cab and all mechanical equipment servicing an elevator intended for the common use and service of both the Residential and Commercial Areas of the Building;

q. Any plantings and landscaping intended for the common use of the Condominium;

r. Any pedestrian walkways and ramps intended for the common use and service of the entire Condominium;

s. Any fences and gates located on the Property intended for the common use of the entire Condominium;

t. All flues, chimneys and vent caps for the common use and service of the entire Building;

u. Any intercom system and security cameras intended for the common use and service of the entire Building;

v. The area that is the subject of the Easement Volume subsequent to the Possession Date as required by the Easement Volume Agreement. Upon the Possession Date the Easement Volume shall automatically convert to a General Common Element of the Condominium.

w. All other parts of the Condominium, Building and all apparatus and installations existing in the Building or Property for common use or necessary or convenient to the existence, maintenance or safety of the entire Condominium.

2. Irrevocably Restricted Areas/Limited Common Elements - Certain portions of the Common Elements are irrevocably restricted in use to specified Units or Unit Owners subject to the right of the Board of Managers of the Condominium to enter upon any restricted area for maintenance, repair or improvement of a Unit, including

Storage Spaces or the Common Elements and subject to the Rules and Regulations of the Board of Managers (see By-Laws, Article VIII). Said irrevocably restricted Common Elements are also referred to as a Limited Common Element. Any portion of the Common Elements which is not restricted in use may be used by any Unit Owner. Following are descriptions of the irrevocably restricted Limited Common Elements:

a. **General Residential Units' Limited Common Elements** - General Residential Units' Limited Common Elements are those shared by all Residential Unit Owners and include all portions of the Residential Area of the Condominium except for the individual Residential Units and the Individual Residential Unit's Limited Common Elements (irrevocably restricted in use to a specified Residential Unit(s) or Residential Unit Owner(s). Unless otherwise provided the following in the Building are for the exclusive use of the Residential Unit Owners, their families, occupants, residents and tenants. Reference to Residential Area in the following list of the General Residential Units' Limited Common Elements excludes any portion of said area that is an Individual Residential Unit's Limited Common Element. The General Residential Units' Limited Common Elements include without limitation the following:

(i) Any portion of the roof, including gutters and leaders, roof drains, parapets, copings and bulkheads, ladders that are for the exclusive use of the Residential Unit Owners of the Condominium, except for any portion of the roof that is an Individual Residential Unit's Limited Common Element;

(ii) All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Unit and any interior load bearing walls that are not part of a Unit and that are for the exclusive use of the Residential Units of the Condominium;

(iii) All parts of the exterior walls and facades that are for the exclusive use of the Residential Area of the Condominium;

(iv) Stairs, stairways, common hallways which are not located wholly within a Unit and entrances and exits to and from the Condominium other than entrances to the individual Units which are for the exclusive use of the Residential Area or Residential Units of the Building;

(v) All improved and unimproved areas of the Condominium located outside the boundaries of the Units that are for the exclusive use of the Residential Area or Residential Units of the Condominium;

(vi) All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, cable, gas, hot and cold water and heat (including all boilers, pipes, cooling towers, condensers, electric and hot water cabinet unit heaters, ducts, wires, chutes, cables and conduits used in connection

therewith located in the Common Elements) and all other mechanical equipment spaces that are for the exclusive use of the Residential Area or two (2) or more Residential Units in the Condominium;

(vii) All drainage systems, sewer equipment, sewers and/or storm sewer systems, sewer ejector pump, pipes, building drains, drywells, or detention tanks or facilities (including vent lines, ejectors, interceptors, filters and valves) downspouts, and roof drainage systems intended for the exclusive use of the Residential Units of the Condominium;

(viii) All mechanical equipment, equipment rooms, machine rooms, telephone and cable rooms, meter rooms, utility meters, storage areas and any other mechanical rooms or areas, if applicable, that are for the exclusive use of the Residential Units of the Condominium;

(ix) Any heating, cooling or other mechanical system located in the Common Elements that are for the exclusive use of the Residential Area or two (2) or more Residential Units of the Condominium;

(x) All electrical risers, feeders, lines and equipment, including incoming services, main switchgear and distribution panelboards, conduits, wires, meters, and transformers for the exclusive use and service of the Residential Area or Residential Units of the Condominium;

(xi) All lighting and lighting fixtures intended for the exclusive use and service of the Residential Area or Residential Units of the Condominium;

(xii) All tanks, pumps, motors, fans, compressors, cooling towers, condensers and control equipment that are for the exclusive use of the Residential Area or two (2) or more Residential Units of the Condominium;

(xiii) Any intercom system and security cameras that is for the exclusive use of the Residential Units;

(xiv) The elevators, elevator cabs and elevator machine room that are for the exclusive use of the Residential Area or Residential Units of the Condominium;

(xv) The fire protection system including standpipes/combined standpipe sprinkler risers, fire hose valve, sprinkler heads and Siamese connections that are for the exclusive use of the Residential Area or Residential Units of the Condominium;

(xvi) Any sprinkler system located in the Common Elements that are for the exclusive use of the Residential Area or Residential Units of the Condominium;

(xvii) Any compactor and trash chutes that are for the exclusive use of the Residential Area or Residential Units of the Condominium;

(xviii) The following amenities

(a) The Residential Exercise room located on the cellar floor.
(b) The Residential Lounge located on the cellar floor.
(c) The Residential Exercise room located on the 4th floor.
(d) The Residential Courtyard including any landscaping, and fencing located on the 1st floor.

(xix) The roof terrace, including any fencing, landscaping and equipment for the roof terrace, located on the main roof intended for the exclusive use of the residents of the Condominium;

(xx) The Bicycle Storage Room located on the cellar level intended for the exclusive use of the residents of the Condominium;

(xxi) The Storage Space Area which includes the Storage Spaces which will be subject to a License Agreement that permits a Licensee the exclusive use of a Storage Space during the term of the License Agreement;

(xxii) Any general storage area that is to be used by the Condominium for the storage of normal building items for the exclusive use of the Residential Area of the Condominium;

(xxiii) The mailboxes located in the lobby of the Building intended for the exclusive use of the Residential Units;

(xxiv) The Residential Lobby.

(xxv) Refuse disposal chutes and refuse disposal room intended for the exclusive use of the Residential Units;

(xxvi) The mail and package rooms located on the 1st Floor of the Building for the exclusive use of the residents of the Condominium; and

(xxvii) All other parts of the Residential Area of the Condominium and all apparatus and installations existing in the Residential Area of the Condominium or Property for common use or necessary or convenient exclusively to the existence, maintenance or safety of the Residential Area and/or Residential Unit Owners of the Condominium.

b. **Individual Residential Unit's Limited Common Elements** – Individual Residential Unit's Limited Common Elements are irrevocably restricted in use to a specific Residential Unit or specific Residential Units. Following are descriptions of irrevocably restricted Individual Residential Unit's Limited Common Elements:

(i) Any balcony, terrace and/or private roof terrace that is appurtenant to a Residential Unit and is for the exclusive use of the Residential Unit Owner of the applicable Residential Unit;

(ii) Any equipment, landscaping, flooring, fencing located in or on a balcony, terrace and/or private roof terrace for the exclusive use of the Residential Unit Owner of the applicable Residential Unit;

(iii) Any hot water tank, boiler, air conditioning condenser, fireplace, heat pumps and any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in or on the Common Elements; and

(iv) All apparatus, installations, systems equipment and facilities in the Common Elements no matter how classified (including pipes, wire ducts, vents, cables, conduits and lines) which will serve or benefit a Residential Unit exclusively.

c. **Commercial Unit's Limited Common Elements -** The following portions of the Common Elements shall be Limited Common Elements for the exclusive use of the owner of a Commercial Unit, if applicable and are herein sometimes collectively referred to as the "Commercial Unit's Limited Common Elements":

(i) The entrances to and exits from a Commercial Unit;

(ii) The equipment and facilities exclusively serving only a Commercial Unit if located outside the Commercial Unit and all other apparatus, installations, systems equipment and facilities in the Condominium (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit a Commercial Unit exclusively;

(iii) Any portion of the roof, including any roof equipment, which will serve or benefit a Commercial Unit exclusively;

(iv) Any storage area located which will serve or benefit a Commercial Unit exclusively;

(v) Stairs, stairways, hallways which service a Commercial Unit exclusively;

(vi) All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, gas, hot and

cold water and heat (including all pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces that will serve or benefit a Commercial Unit exclusively;

(vii) All drainage systems, sewer and/or storm sewer pipes, drywells or detention tanks and facilities, if applicable, that will serve or benefit a Commercial Unit exclusively;

(viii) All mechanical equipment, utility meters, storage areas, if applicable, that serve or benefit a Commercial Unit exclusively;

(ix) Any heating, cooling or other mechanical system located in the Common Elements serve or benefit a Commercial Unit exclusively;

(x) Any intercom system that serve or benefit a Commercial Unit exclusively;

(xi) All telephone and cable rooms, meter rooms, compactor rooms, refuse/recycle rooms, equipment rooms and any other mechanical rooms or areas that serve or benefit a Commercial Unit exclusively;

(xii) The area that is the subject of the Easement Volume prior to the Possession Date. Upon the Possession Date the Easement Volume shall automatically convert to a General Common Element of the Condominium.

(xiii) All other parts of the Condominium and all apparatus and installations existing in the Condominium for the exclusive use of a Commercial Unit.

d. Provisions Applicable to All Common Elements

(i) The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law.

(ii) The Common Elements are not subject to partition nor are they severable from the Units except in accordance with the Real Property Law.

(iii) The Percentage of Common Interest in the Common Elements established herein shall not be changed except with the consent of all of the Unit Owners affected expressed in a duly recorded amendment to this Declaration.

(iv) The Percentage of Common Interest in the Common Elements shall not be separated from the Units to which it appertains and shall be deemed conveyed or encumbered

with the Units even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SIXTH: CHANGES TO A COMMERCIAL UNIT.

Except to the extent prohibited by law, the Sponsor, its successor, assignee or designee and a Commercial Unit Owner(s) shall have the right, without the vote or consent of the Board of Managers to: (a) make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, in, to and upon a Commercial Unit; (b) change the layout of, or number of rooms in a Commercial Unit from time to time; (c) change the size and/or number of Commercial Unit by subdividing one or more Commercial Unit into two or more separate Commercial Unit, combining separate Commercial Unit (including those resulting from such subdivision or otherwise) into one or more Commercial Unit, altering the boundary walls between any Commercial Unit, or otherwise; (d) if appropriate, reapportion among a Commercial Unit affected by such change in size or number pursuant to the preceding clause their percentages of interest in the Common Elements; provided, however, that the percentage of interest in the Common Elements of the Commercial Unit shall not be changed by reason thereof unless the owners of such Commercial Unit shall consent thereto and, provided further, that the Sponsor, its successor, assignee or designee or the Commercial Unit Owner(s) shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Commercial Unit Owner(s) harmless from any liability arising therefrom; and (e) any and all changes necessitated by the Easement Volume Agreement.

Nothing contained in this Declaration shall prohibit the division or consolidation of a Commercial Unit and common interest appurtenant thereto, including but not limited to a change in the number of rooms. In no case, however, may such division or consolidation result in a different Percentage of Common Interest for the total of the new Commercial Unit than existed for the total of the original Commercial Unit before division or consolidation. An amendment to this Declaration authorized by this paragraph of Article Sixth may be filed by the Sponsor, its successor, assignee or designee or a Commercial Unit Owner without any consent of the Board of Managers or any other Unit Owner provided the Percentage of Common Interest of all other existing Units is not affected thereby.

SEVENTH: EASEMENTS.

Board Easement to Install, Utilize, Operate, Maintain, Repair, etc.

The Board of Managers and its agents, contractors and maintenance staff will have, and each Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore, replace and inspect the General Common

Elements and any Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere in the Condominium, wherever located, and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements or any Limited Common Elements, no matter how classified.

Unit Owners Easement

Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in other Units that exclusively service such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, sewers and/or drainage lines, wires, conduits and public utility lines exclusively servicing such other Units located in such Unit.

Commercial Unit Owner(s) Easement

The owner(s) of a Commercial Unit and any Units resulting from the subdivision and/or consolidation of a Commercial Unit shall have easements for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, wires, conduits, drainage, sewer, water and other mechanical equipment, pipes, wires, conduits, lines and fixtures and equipment servicing a Commercial Unit in, on, through, under or over the Common Elements, no matter how classified, including but not limited to the exterior walls, the roof and the cellar and in, on, through under and over any Commercial Unit and any Units resulting from the subdivision or consolidation of the Commercial Unit; (ii) access in and through the Common Elements of the Condominium, no matter how classified, for all required work including, without limitation, the installation of equipment, pipes, wires, conduits, utility lines, cable equipment required to provide and permit the subdivision or consolidation of a Commercial Unit in conformance with Article Sixth of the Declaration of Condominium; (iii) access through the Common Elements of the Condominium, no matter how classified, for the use of any Commercial Unit's Limited Common Element including any storage area and roof equipment and for access to any portion of the Building for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter required for the operation of a Commercial Unit now or in the future that is located in or on the Building that now or in the future services or is necessary to service a Commercial Unit including any roof equipment and any storage area, provided, however, that except in the case of an emergency, the right of access for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located in or on the Building that service a Commercial Unit may be exercised only on weekdays between the hours of 8:00 AM to 6:00 PM unless the Board of Managers consents to additional times and days of the week. A Commercial Unit and any Commercial Unit resulting from the subdivision or consolidation of a Commercial Unit shall be subject to easements in favor of any other Commercial Unit(s) and any Commercial Unit resulting from the subdivision or consolidation of a

Commercial Unit for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving a Commercial Unit and any Units resulting from the subdivision or consolidation of a Commercial Unit. The owner and tenants of a Commercial Unit shall have the right at their sole cost and expense to install separate heating and cooling systems and other necessary equipment, pipes, wires, conduits, ducts, lines and flues required for the operation of a Commercial Unit and any Commercial Unit resulting from the subdivision or consolidation of a Commercial Unit in or on the General Common Elements and General Residential Units' Limited Common Elements and an easement is herewith granted in, over, under and through the Common Elements of the Condominium, no matter how classified, for (i) the installation, maintenance, repair and replacement of the heating and cooling systems and any other mechanical equipment or system now or in the future required for the operation of a Commercial Unit and all necessary pipes, lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised; (ii) for access for repair, maintenance and replacement to any equipment, pipes, wires, conduits, lines, ducts, vents and flues that services a Commercial Unit now or in the future and which is located in the Residential Area of the Condominium or located in an Individual Residential Unit's Limited Common Elements and (iii) to erect, maintain and replace one or more signs on the Condominium Property permitted by law for the purpose of advertising the operation of any business conducted by a Commercial Unit Owner or tenant of a Commercial Unit Owner. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Condominium and will comply with applicable regulations of New York City.

Board of Managers Access Easement

The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in any Unit and servicing any other Unit or causing damage or in imminent danger of causing damage to any other Unit or any Common Element, no matter how classified. The cost of such repairs shall be a Common Expense unless the damage is the result of the negligence of a Unit Owner or tenant, occupant, employee or other person a Unit Owner may be responsible for, in which case the cost of such repairs shall be the responsibility of the Unit Owner who is responsible or whose tenant, occupant, employee or other person the Unit Owner is responsible for causing such damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

Board of Managers/Agents/Employees/Contractors Easement

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements and the Units for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Unit or any other Common Element no

matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium and its residents. Such right of access to a Unit shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

Board of Managers Easement to Install Utilities, Operate, etc.

The Board of Managers will have and each Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements, General Residential Units' Limited Common Elements, the Individual Residential Unit's Limited Common Elements and the Commercial Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements or Commercial Unit's Limited Common Elements.

Utility Easement

Each respective utility and cable company shall have a right of access to the Common Elements and each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in the Common Elements and any Unit. Any utility or cable company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

Sponsor Right to Grant Easement

As long as the Sponsor retains an Unsold Unit, the Sponsor shall have the absolute right (without any obligation to obtain the consent of the Board of Managers or any other Unit Owner or other party except as required by law) to grant such additional electric, gas or other utility easements or relocate any existing utility easements in any portion of the Property as Sponsor shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants, and occupants of the applicable Units, provided that such additional utilities or the relocation of existing utilities will not prevent or interfere, in any material respect, with the normal conduct of business of the tenants and occupants of the Commercial Unit or the permitted use of the Residential Units.

Access Easement to Sponsor for Repairs and Maintenance

As long as the Sponsor and its agents and contractors shall have, and each Residential and Commercial Unit Owner shall be deemed to grant, a right of access in, under, over and through the Residential Units, the Residential and Commercial Areas, the General Residential Units' Limited Common Element and/or Individual Residential Unit's Limited Common Elements and/or the Commercial Unit Owner's Limited Common Elements to the Sponsor or its designee, assignee or successor and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, inspection, replacement, or change being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements, no matter how classified, servicing the Residential and Commercial Areas of the Condominium.

Easement for Communication Services

The Board of Managers shall have the right to grant easements in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the purpose of installation, maintenance and repair of a satellite dish, cable service, internet service, fiber optics or other communication services and all ancillary wires, conduits, utility lines and any other services required for a satellite dish, cable service, internet service, fiber optics or other communication services for the use of the Unit Owners in the Condominium.

Easement for Access for Repairs, Maintenance and Replacement

The Board of Managers shall have an easement through the Units for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing any portion of the Condominium.

Sponsor Easement for Construction

The Sponsor, its successors, assigns and designees reserve the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all of the Property and the Building comprising the Condominium for the purpose of completing construction, sale and rental of Units and facilities in the Condominium and towards this end, reserve the right to grant and reserve easements and rights-of-way in, through, under, over and across all of the Property and the Building comprising the Condominium for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Sponsor, its successors, assigns and designees, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers

and drainage lines which may from time to time be in or on the Property and Building comprising the Condominium. The Sponsor, its successors, assigns, and designees shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Property and the Building comprising the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Units to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their Percentage of Common Interest in the Common Elements. The Sponsor, its successors, assigns and designees reserve the right to continue to use the Common Elements and any facilities, sales offices, model Units and signs located on the Common Elements, in its efforts to sell and/or lease Units constructed in the Condominium and to complete construction of the Condominium. This paragraph shall not be amended without the consent of the Sponsor, its successors, assignees and/or designees.

Sponsor Access to Unit

Sponsor shall have and each Unit Owner shall be deemed to grant a right of access to and through their Unit to Sponsor or its designee, assignee or successor and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements and/or the Units. Each Unit Owner grants an easement of ingress and egress in, over and through any hallway that may be part of their Unit to any other Unit Owner, tenant, resident or other persons needing ingress or egress to their respective Unit that may be necessary for said purpose.

Easement of Support

Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs and exterior walls) supporting or serving the Building and any replacement thereof and additions thereto and an easement of necessity and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

Each Unit will have an easement for lateral and vertical support among all adjoining Units and Common Elements.

Easement of Use

Each Unit Owner will have a right and easement to use its Unit and the General Residential Units' Limited Common Elements, Individual Unit's Limited Common Elements and/or Commercial Unit's Limited Common Elements appurtenant to such Unit or Units, and the General Common Elements and General Residential Units' Limited Common Elements, subject to and in accordance with the terms and conditions of this Declaration and By-Laws.

Easement for Emergency Purposes

All emergency vehicles and personnel, including, but not limited to, police, fire and medical vehicles and personnel shall be granted an easement of ingress and egress over, upon and through all areas of the Property. This paragraph may not be amended by the Unit Owners in the Condominium.

Any easements granted to Sponsor, the Board of Managers, any Unit or any Unit Owner under this Declaration and the By-Laws may be exercised by such Sponsor's, Board of Managers' or Unit Owner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, tenants, subtenants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Sponsor, the Unit Owner or Board of Managers.

Easement Volume Agreement

Any and all easements provided for in the Easement Volume Agreement to the Authority, New York City and/or any other City or municipal agency or department or any other person, contractor, sub-contractor or company stated therein.

Easement Pursuant to Easement Volume Agreement

The Board of Managers and the Sponsor, as long as the Sponsor owns a Unit in the Condominium, shall have an easement in, through and upon the Common Elements of the Condominium, no matter how classified, that may be required to comply with the provisions and/or requirements of the Easement Volume Agreement and as it may amended.

Board Right to Grant Easements

The Board of Managers shall have the right to grant such additional electric, gas, water, sewer, drainage or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes unless required by law. Access in, under, over and through the

Property of the Condominium shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants unless access is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

EIGHTH: SERVICE OF PROCESS:

The Board of Managers on behalf of the Condominium designates the Secretary of State of New York as its agent for service. Service of process on the Unit Owners in any action with relation to the Common Elements shall be made upon the Secretary of State as the agent of the Board of Managers of the Condominium. The post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon the Secretary of State as agent for service of this Condominium during the period the Sponsor controls the Board of Managers is: c/o Flat LG LLC, 1481 47th Street, Brooklyn, NY 11219. Once the Sponsor no longer controls the Board of Managers, the Board of Managers must notify the Secretary of State that the post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon the Board of Managers as agent of this Condominium is: Board of Managers, 609 2nd Avenue Condominium, 609 2nd Avenue, New York, New York 10016 or such other address as the Board of Managers of the Condominium selects.

NINTH: PERCENTAGE OF COMMON INTEREST.

Each Unit Owner shall have such Percentage of Common Interest in the Common Elements as is set forth in Schedule B attached hereto and shall be responsible for its pro rata share of the general Common Expenses of the Condominium based upon such Percentage of Common Interest except as otherwise described in the Declaration or By-Laws. Each Residential Unit Owner and Commercial Unit Owner shall have one vote for each Residential and/or Commercial Unit owned by a Residential and/or Commercial Unit Owner for all voting purposes at any meeting of the Unit Owners. The Percentage of Common Interest of each Unit in the Common Elements has been 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. Said method of determining the Percentage of Common Interest in a condominium complies with and is pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York.

Each Residential Unit Owner shall have such Residential Unit's Residential Interest as is set forth in Schedule B attached hereto and shall be responsible for its pro rata share of the Residential Unit's Exclusive Common Expenses of the Condominium

based upon such Residential Unit's Residential Interest except as otherwise described in the Declaration or By-Laws.

TENTH: ADMINISTRATION.

The administration of the Condominium, and parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto as Exhibit B.

ELEVENTH: AMENDMENTS AND WITHDRAWAL.

1. The dedication of the Property to Condominium ownership herein shall not be revoked or the Property withdrawn from Condominium ownership unless eighty (80%) percent of the Unit Owners in number and in common interest and the first mortgagees, if any, of each of these same Units agree to such revocation or removal of the Property from the Plan by duly recorded instruments.

2. The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number held at a duly called meeting of the Unit Owners, provided however, that:

    a. No amendment altering a Unit Owner's Percentage of Common Interest shall be made without the consent of all Unit Owners affected.

    b. No amendment altering a Residential Unit Owner's Residential Interest shall be made without the consent of all Residential Unit Owners affected.

    c. No amendment shall be passed which shall affect, impair or prejudice the validity, interest, rights and priorities of mortgagees.

    d. No amendment, modification, addition or deletion of, to or from this Declaration, the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its successors, assigns or designees or against any Unsold Unit, as long as the Sponsor, its successors, assigns, or designees owns an Unsold Unit in the Condominium unless the Sponsor, its successors, assigns or designees has given its prior written consent thereto. This provision is not subject to amendment.

    e. As long as the Sponsor, its successor, assignee or designee retains at least one (1) Commercial Unit, no amendment to the Declaration which solely affects the Commercial Unit may be

adopted without the written consent of Sponsor, its successor, assignee or designee. Thereafter no amendment to the Declaration which solely affects the Commercial Unit may be adopted without the written consent of at least sixty-six and two thirds (66⅔%) percent in number of the then Commercial Unit Owners.

f. Notwithstanding any provision contained herein to the contrary an Amendment in the Declaration which solely affects the Residential Units or the General Residential Units' Limited Common Elements may only be adopted by a vote of at least sixty-six and two-thirds (66⅔%) percent in number of only the Residential Unit Owners.

g. The Declaration may not be altered, amended or repealed in such a manner as would adversely affect the Sponsor, its successors, assigns or designees without the written consent of the Sponsor, its successors, assigns or designees.

h. The Board of Managers and the Sponsor, as long as the Sponsor owns an Unsold Unit in the Condominium, shall have the right to amend the Declaration without the vote or consent of the Unit Owners or the holders of any Unit mortgages and to execute and record in the New York City Registrar's Office, such amendment as may be required to reflect (i) changes in the Declaration (including Schedule B), As-Built Floor Plans and Condominium or Unit Designation Map that are corrective in nature or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) technical corrections; or (iv) to comply with any federal, state or city law or regulation that may affect the Condominium or (v) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or State or Local Funding Agencies, or (vi) to comply with the provisions and requirements of the Easement Volume Agreement. In connection therewith, each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest to the Board of Managers of the Condominium and to the Sponsor to amend this Declaration of Condominium for said purposes.

i. The Sponsor and the Board of Managers shall have the right to amend the Declaration and record the amendment in the New York City Registrar's Office without the vote of the Unit Owners to reconfigure and renumber the Storage Spaces and in the Building under a revised Storage Space plan. Notwithstanding said right,

any Unit Owner who is the Licensee of a Storage Space shall continue to have the right to continue to utilize the same number of Storage Spaces as in any revised Storage Space plan. In connection therewith, each Unit Owner who is a Licensee of a Storage Space upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest to the Board of Managers of the Condominium and to the Sponsor to amend this Declaration of Condominium for said purposes.

j. A Purchaser or Residential Unit Owner who purchases or owns two (2) adjoining Residential Units and is desirous of consolidating the two (2) Residential Units into one (1) Residential Unit may do so subject to obtaining all approvals required by the New York City Department of Buildings, New York City Department of Finance and any other required municipal approvals and obtaining whatever insurance and/or surety is required by the Board of Managers to do whatever work is necessary to consolidate the two (2) Units. The Board of Managers shall be required to cooperate with the Purchaser in amending Schedule B to the Declaration to reflect the consolidation and to change the appurtenant Percentage of Common Interest and Residential Unit's Residential Interest so long as the new Percentage of Common Interest and Residential Unit's Residential Interest equals the Percentage of Common Interest and Residential Unit's Residential Interest of the Residential Units that were consolidated and the Board of Managers shall have the right to amend said Schedule B without the vote or approval of the Residential Unit Owners. All approvals, revisions, amendments to Schedule B of the Declaration and any other requirements including any legal, engineering, architectural or otherwise necessary to consolidate the Residential Units shall be at the Purchaser's or Residential Unit Owner's sole cost and expense.

k. The Sponsor, its successor, assignee or designee or a Commercial Unit Owner shall have the right to amend the Declaration and record the amendment in the New York City Register's Office without any consent of the Board of Managers or any other Unit Owner to subdivide or consolidate a Commercial Unit as provided for in Article Sixth of this Declaration, so long as the new Percentage of Common Interest equals the combined Percentage of Common Interest of the Units that were consolidated or subdivided. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Sponsor, its successors, assigns and purchasers of undeveloped or unsold Units to amend the Declaration of Condominium for said purposes.

l. In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the General Common Elements or Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Units contained in Article XI of the By-Laws; imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit Owner's Unit; a decision by the Condominium to establish self-management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

m. No amendment to the Declaration that affects the provisions of the Easement Volume Agreement shall be passed without the written consent of the Authority.

There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

3. The Sponsor, its successors, assigns and purchasers of undeveloped or unsold Units shall have the right without vote or consent of the Unit Owners, the Board of Managers or the holders of Unit mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Register's Office of the City of New York, and elsewhere, if required by law, an amendment or amendments to this Declaration

(together with such other documents, plan and maps as may be required to effectuate the same) to reflect (i) the certification by a registered architect or professional engineer, certifying that the floor plans and/or amended As-Built Floor Plans, Condominium or Unit Designation Map filed as part of an amended Declaration are an accurate copy of portions of the plans of the Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units as built, or (ii) utility easements, or (iii) technical corrections to the Declaration and By-Laws to conform to other documents including but not limited to the Offering Plan or as-built plans (iv) to amend Schedule B of this Declaration to conform the model type, square footage and type and number of rooms and any other required information for a specified Unit, so long as the appurtenant Percentage of Common Interest and Residential Unit's Residential Interest does not change for said Unit subject to (v), (vii) and (viii) hereof or (v) to amend Schedule B prior to the first closing, to effect a change in the Percentage of Common Interest of all or specific Units or the Residential Unit's Residential Interest of all or specific Residential Units and revise Schedule B accordingly or (vi) to amend Schedule B of this Declaration to assign or revise Individual Residential Unit's or Commercial Unit's Limited Common Elements appurtenant to a Residential or Commercial Unit or (vii) to amend Schedule B of this Declaration to consolidate or subdivide Units subject to all necessary approvals by the Building Department of the City of New York, or other municipality or administrative agency, to revise the square footage and type and number of rooms and any other required information for a specified Unit and to change the appurtenant Percentage of Common Interest and Residential Unit's Residential Interest so long as the new Percentage of Common Interest and Residential Unit's Residential Interest equals the Percentage of Common Interest of the Units that were consolidated or subdivided, or (vi) to effectuate permissible changes in unsold Units including the Percentage of Common Interest and Residential Unit's Residential Interest of one (1) or more of the Unsold Units as long as it does not change the Percentage of Common Interest or a Residential Unit's Residential Interest of a sold Unit and to amend Schedule B accordingly, or (ix) to amend Schedule B to make technical corrections to said Schedule including, but not limited to, square footage of Units, assign or revise Limited Common Elements appurtenant to a Unit or to revise the number and description of rooms contained in a Unit or (x) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to, the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (xi) to make corrections that are patent errors, inconsistencies, scrivener's errors and technical errors, or (xii) to comply with the provisions and

requirements of the Easement Volume Agreement, or (xiii) to comply with any federal, state or city law or regulation that may affect the Condominium; or (xix) the carrying out of other provisions of the Offering Plan of the Condominium. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Sponsor, its successors, assigns and purchasers of undeveloped or unsold Units to amend the Declaration of Condominium for said purposes.

4. Any amendment to this Declaration shall not take effect until it is recorded in the New York City Register's Office.

Regardless of any other provision of this Declaration, no action for partition or division of the Common Elements shall be brought nor shall this plan of condominium ownership be terminated where such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

TWELFTH: SUBJECT TO DECLARATION, BY-LAWS, ETC.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of this Declaration and the By-Laws and Rules and Regulations of the Condominium are accepted and ratified 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, conveyance or lease thereof.

THIRTEENTH: COMMON CHARGES.

Common Expenses of the Condominium shall be determined by the Board of Managers of the Condominium. The General Common Expenses of the Condominium shall be assessed to and paid by the Unit Owners of the Units based upon each Unit's Percentage of Common Interest as reflected in Schedule B of this Declaration. The assessments paid by the Unit Owners towards the Common Expenses of the Condominium shall be referred to as "Common Charges". All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid together with the maximum interest permitted in New York thereon, chargeable to any Unit Owner shall constitute a lien on the Unit Owner's Unit prior to all other liens except: (a) all sums unpaid on any first mortgage of record encumbering any Unit; (b) The Unit Owner Lien as provided for in the Easement Volume Agreement; and (c) tax or assessment liens on the Unit by the taxing subdivisions of any governmental authority, including but not limited to State and City taxing agencies. Such lien may be foreclosed

when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys' fees and costs of collection (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. Each Unit Owner shall be personally liable for all unpaid Common Charges and any Special Assessments.

Notwithstanding the above, pursuant to Section 339-m of the Condominium Act, Common Charges, no matter how classified, may be specially allocated and apportioned based on special or exclusive use or availability or exclusive control of particular Units or common areas by particular Unit Owners in a manner different than in proportion to their respective percentage of Common Interest. In addition, pursuant to Section 339-bb of the Real Property Law of the State of New York the premiums for insurance on the Building shall be deemed Common Expenses, provided however, that in charging the premium for insurance to the Unit Owners consideration may be given to the higher premium rates on some Units than on others. In connection therewith the Board of Managers may allocate the Common Expenses against all the Units in a manner different than in proportion to their respective Common Interest and the Residential and Commercial Unit (and any Commercial Unit that may be created as a result of the right to subdivide a Commercial Unit as per Article Sixth of the Declaration) may be responsible for varying percentages of the Common Expenses based on the above. Pursuant thereto, the Residential Units shall be solely responsible and pay all costs applicable to the Residential Area, General Residential Units' General Limited Common Elements and any other Common Expenses that solely benefit the Residential Units ("Residential Units' Exclusive Costs"). In connection therewith Residential Units' Exclusive Costs will be charged solely to the Residential Units based upon each Residential Unit's Residential Interest as reflected in Schedule B of the Declaration. In the event of any dispute as to the allocation of Common Charges or Residential Units' Exclusive Cost such dispute shall be submitted for arbitration pursuant to the provisions of Article XIII of the By-Laws of the Condominium.

In addition, each Residential Unit Owner who has entered into a License Agreement for a Storage Space will be required to pay a monthly License Fee to the Condominium to cover the costs associated with the Storage Spaces and Storage Space Area as determined by the Board of Managers and who shall have the right to increase or decrease said amounts as required solely by the costs associated with services applicable solely to the Storage Spaces and Storage Space Area. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Space and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space as reflected in Schedule A and the overall square footage of all the Storage Spaces. As long as the Sponsor retains at least one (1) Storage Space in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent increase the License Fees applicable to the Storage Spaces more than ten (10%) percent from the prior year's budget, unless documentation is provided to the

Sponsor in the nature of a financial statement, bids from contractors or verified increases in costs associated solely for the Storage Spaces and/or Storage Area evidencing the need for an increase greater than ten (10%) percent. Said License Fees associated with the Storage Spaces and Storage Space Areas shall be in addition to the Common Charges and any Special Assessments charged to any Residential Unit Owner. Any dispute regarding the allocation or amount of the License Fees shall be decided by Arbitration pursuant to the terms of Article XIII of the By-Laws of the Condominium. The Board of Managers shall have the same rights of collection and enforcement of the License Fees as they have for Common Charges and Special Assessments.

In addition to the Board of Manager's right to bring an action to foreclose a lien of a Unit in the event of a default in the payment of Common Charges by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board of Managers shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make the late payment. Lender shall have a thirty (30) day grace period in which to make the late payment.

In addition to the Board's right to bring an action to foreclose a lien on a Unit Owner's Unit, the Board (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges at the option of the Board, without foreclosing or waiving the lien securing such charges. In such an event, the Condominium shall be entitled to recover all costs of suit including reasonable attorneys' fees.

Every Unit Owner shall pay the Common Charges assessed against the Unit Owner when due as determined by the Board of Managers and no Unit Owner may be exempt from liability for the payment of the Common Charges assessed against the Unit Owner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by the Unit Owner of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

Notwithstanding any other provision in this Declaration or the By-Laws any mortgagee of an Institutional Mortgage as defined herein who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional

Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

FOURTEENTH: UNITS ACQUIRED BY THE BOARD.

In the event any Unit Owner shall convey their Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article IX of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

In order to carry out the provisions of this paragraph, each Unit Owner shall, upon taking title to the Unit Owner's Unit, grant an irrevocable power of attorney coupled with an interest, to the Board of Managers and their successors to acquire title or lease any Unit under whatever terms the Board may, in its sole discretion, deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board, in its sole discretion, shall deem proper.

FIFTEENTH: POWER OF ATTORNEY.

Each Unit Owner shall irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers (the "Board of Managers") of the Condominium and/or the Sponsor (as applicable) and their successors and/or assigns, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf to take the following actions:

1. To the Board of Managers the right to acquire or lease any Unit, together with its Common Interest whose Unit Owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine.

2. To the Board of Managers the right 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 action which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City

Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board or Managers deems necessary or appropriate.

3. To the Sponsor the right to amend the Condominium Declaration and to effectuate the rights granted to Declarant and Unit Owners under the Declaration as set forth in this Article Fifteenth.

4. To the Board of Managers the right to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. This paragraph 3 of Article Fifteenth shall not apply to an owner of the Commercial Unit.

5. To the Board of Managers, the Declarant and their successors, designees and/or assigns the right to amend the Declaration and the By-Laws for the purposes set forth in Article Eleventh, Sections 2h, 2i, 2k and 3 of this Declaration, Article Twenty-First of this Declaration and Article X, Sections (c) and (g) of the By-Laws for the purposes set forth therein.

6. The Board of Managers and the Sponsor the right to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies.

7. To the Board of Managers of the Condominium and its successors and/or assigns, the right to take any and all action necessary to prepare and file real estate tax grievances on behalf of the Residential and Commercial Unit Owners in the Condominium.

8. To the Board of Managers, the Declarant and their successors, designees and/or assigns the right to comply with any and all provisions contained in the Easement Volume Agreement, including but not limited to the right to amend the Declaration and the By-Laws to convert the Easement Volume from a Commercial Unit Limited Common Element to a General Common Element of the Condominium.

SIXTEENTH: ENCROACHMENTS.

The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereinafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as described due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

SEVENTEENTH: UNIT OWNERSHIP.

Upon the Closing of Title to a Unit, a Purchaser shall automatically become a Unit Owner in the Condominium and shall remain such until such time as the Unit Owner ceases to own the Unit for any reason.

EIGHTEENTH: USE OF UNITS.

1. Residential Units shall be restricted to Residential Occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

2. The Commercial Unit shall be allowed to be used for any purpose permitted by applicable zoning requirements of the City of New York.

3. Storage Spaces that are subject to a License Agreement pursuant to Article Twentieth of this Declaration shall be used for the storage of normal household items.

NINETEENTH: CONVEYANCE OF A UNIT.

In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid Common Charges and any Special Assessments against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee, therefore. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charge against the Grantor and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid Common Charge against

the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include the holder of an Institutional Mortgage as provided in Article Thirteenth of this Declaration.

In any conveyance of a Unit the Purchaser/Grantee shall be obligated to contribute to the Condominium a Reserve Fund contribution equal to one (1) month of the then Common Charges applicable to said Unit and a Working Capital contribution equal to one (1) month of the then Common Charges applicable to said Unit.

Notwithstanding anything to the contrary contained in this Declaration of Condominium and/or the Condominium By-Laws, no Managing Agent, Board of Managers, nor any agent, member, or representative thereof, shall prevent, impede, or interfere with the sale or transfer of any Unit or the rental of any Unit by the Sponsor, its successor(s), assignee(s), and/or designee(s), nor shall any charge or fee be imposed on the Sponsor, its successor(s), assignee(s), and/or designee(s), nor shall any Managing Agent, Board of Managers, or any agent, member, or representative thereof, impose any application or processing fee requirements for any sale or transfer of a Unit or for the rental (if rentals are permitted) of a Unit by Sponsor, its successor(s), assignee(s), and/or designee(s). Further, Sponsor shall not be required to pay any sums for expenses of the Condominium, Board of Managers, or of its Managing Agent, nor any transfer fees or flip taxes that may be instituted by the Condominium, the Board of Managers, or the Managing Agent, nor any other fees or costs imposed by the Condominium, Board of Managers, or any Managing Agent that are not expressly disclosed in this Declaration or in the Condominium By-Laws.

TWENTIETH: STORAGE SPACES

Section 1. General

Storage Spaces will be subject to a License Agreement between a Residential Unit Owner as the Licensee and the Board of Managers as the Licensor. The Board of Mangers shall be required to keep a list of all Storage Spaces and the Residential Units that are subject to a License Agreement. All Residential Unit Owners subject to this Declaration shall be required to advise the Board of Managers of the Condominium of any assignment of any Storage Space pursuant to a License Agreement within ten (10) days of such assignment or rental.

Section 2. Use

Storage Spaces may only be utilized for storage of normal household items and pursuant to the provisions of the Declaration of Condominium and By-Laws of the Condominium and any Rules and Regulations regarding the Storage Spaces.

Section 3. Repair and Maintenance

All structural repairs of the Storage Spaces and all maintenance and repairs of the Storage Space Area shall be the responsibility of the Condominium as a Common Expense, subject to the provisions of this Section 3. All general maintenance and repairs of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space. Storage Spaces are to be used for storage of general household items only. Each Residential Unit Owner who has entered into a License Agreement for a Storage Space will be required to pay a monthly License Fee to the Condominium to cover the costs associated solely with services applicable to the Storage Spaces and Storage Space Area as determined by the Board of Managers. The Board of Managers shall have the right to increase or decrease said amount as required by the costs of said services. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Spaces and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space and the overall square footage of all the Storage Spaces as reflected in Schedule A-1 of the Offering Plan. As long as the Sponsor retains at least one (1) Storage Space in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent increase the License Fees applicable to the Storage Spaces more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in costs associated solely for the Storage Spaces and/or Storage Area evidencing the need for an increase greater than ten (10%) percent. Said License Fees associated with the Storage Spaces and Storage Space Area shall be in addition to the Common Charges and any Special Assessments charged to any Residential Unit Owner. Any dispute regarding the allocation or amount of the License Fees shall be decided by Arbitration pursuant to the terms of Article XIII of the By-Laws of the Condominium. The Board of Managers shall have the same rights of collection and enforcement of the License Fees as they have for Common Charges and Special Assessments as provided for in this Article Twentieth or elsewhere in the Declaration or By-Laws.

Section 4. License Agreement

The Sponsor shall be authorized to execute all initial License Agreements for a Storage Space subject to this Declaration of Condominium for any Storage Space entered into with a Residential Unit Owner and to receive the proceeds of such License Agreement ("Storage Space License Expense") from the Purchaser. A designated member of the Board of the Managers of the Condominium shall be authorized and required to execute the License Agreement on behalf of the Condominium as the Licensor of the License Agreement.

Section 5. Rules and Regulations

The License Agreement for a Storage Space may only be assigned and rented to another Residential Unit Owner in the Condominium ("Assignee or "Tenant"). The Board of Managers of the Condominium shall have the right to promulgate rules and

regulations regarding the assignment or rental of the Storage Spaces. In no event shall the Board of Managers have the right to prohibit the right of a Residential Unit Owner or the Sponsor to assign or rent a Storage Space to a purchaser of the Residential Unit Owner or another Residential Unit Owner in the Condominium. The Board of Managers shall have the right to approve the form of a License Agreement or promulgate a standard form for use by all Residential Unit Owners. Notwithstanding, as long as the Sponsor retains an Unsold Residential Unit in the Condominium the Sponsor shall have the right to utilize any form of License Agreement without interference with the Board of Managers.

Residential Unit Owners must comply with all applicable laws regarding the Storage Spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. In addition, the Storage Spaces may not be completed until after the Closing of Title of a Residential Unit and the fact that a Storage Space may not be available for use at the time of Closing will not constitute a basis for Residential Unit Owner to fail to Close Title to a Residential Unit.

Section 6. Sponsor

In the event there are Storage Spaces that have not been Licensed to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to enter into a License Agreement for a Storage Space with a Licensee who does not reside in the Building. In such an event the Sponsor shall be obligated to pay the then applicable License Fee to the Condominium for such Storage Spaces.

TWENTY-FIRST: EASEMENT VOLUME AGREEMENT

The Condominium is subject to that certain Easement Volume Agreement dated February 8, 2021 and recorded in the New York City Register's Office as Document ID:2021030401415001. Pursuant to the provisions of the Easement Volume Agreement the following shall be applicable during any time that any portion of the Premises is subject, pursuant to applicable law (including the provisions of Article 9-B of the New York Real Property Law), to a condominium regime:

A. The creation of the condominium regime will not, and will not be deemed to, effect a release of any portion of the premises as defined in the Easement Volume Agreement or any Easements granted thereunder;

B. Prior to the Possession Date, the Easement Volume shall be a limited common element of the Commercial Unit of the Condominium (the "Commercial Unit") for use by the owner of the Commercial Unit (subject to the rights of entry and inspection and any other right of use or occupancy possessed by the Authority or the Owner under the Agreement or applicable law prior to the Possession Date). Upon the Possession Date the Easement Volume shall automatically convert to a General

Common Element, and shall be so denominated by the declaration establishing the condominium regime (including the by-laws to be attached thereto) executed and recorded in accordance with the provisions of applicable law, as the same may be amended from time to time (the "Condominium Declaration); it being understood, however, that the failure to so denominate any Easement Volume in the Condominium Declaration will not impair, change or affect its designation as set forth in this Section B of this Article. Promptly following delivery of the Possession Notice, as defined in the Easement Volume Agreement, the Board of Managers and Unit Owners shall (or shall cause to be recorded) a notice and amendment to the Condominium Declaration (and by-laws as required by law or the Authority) further documenting and memorializing the change in status of the Easement Volume from a Limited Common Element of the Commercial Unit to a General Common Element. In the event that, after the Possession Date, the Easements are abandoned by the Authority and/or City as set forth in Article Ninth of the Easement Volume Agreement, the Easement Volume may revert to a Limited Common Element of the Commercial Unit.

C. The Condominium Declaration is subject and subordinate to the Easement Volume Agreement, as it may be modified or amended.

D. Anything contained in this Article Twenty-First to the contrary notwithstanding and even though prior to the Possession Date of the Easement Volume is a Limited Common Element of the Commercial Unit, prior to, upon and following the Possession Date, the owners of the Units of the Condominium (including, but not limited to, the owner of the Commercial Unit) (the "Units" and such owners, the "Unit Owners") and the Board of Managers or governing body (the "Condominium Board") of the Condominium established by the Condominium Declaration and By-Laws, will be considered (and will be deemed to be) the Owners under the Easement Volume Agreement and to have assumed, and to be a successor to and assignee of, the rights and obligations of the Owners who executed the Easement Volume Agreement (the "Owner Obligations"), subject, however, to the limitations specifically set forth in Article Nineteenth of the Easement Volume Agreement and Article Twenty-Seventh of the Easement Volume Agreement. At all times all of the Unit Owners and Condominium Board (and not just the owner of the Commercial Unit) are responsible for the Owner Obligations and that the Authority and the City may seek enforcement and remedies in connection with the failed performance of the Owner Obligations against each and every Unit Owner as set forth herein and in Article Twenty-Seventh of the Easement Volume Agreement.

E. The Condominium Board will be (and will be deemed to be) fully authorized to act on behalf of, and as agent for, all of the Unit Owners for all purposes of the Easement Volume Agreement. Without limiting the generality of the foregoing, and to the extent permitted by law, the Condominium Board will have the power and authority on behalf of the Condominium and the Unit Owners, to:

i. perform the Owner Obligations, without seeking the consent of the Unit Owners, the holder of any lien on a Unit and/or the holders of any leasehold or possessory interest in a Unit (the "Unit Interested Parties");

ii. perform the obligations imposed on the Condominium Board under the provisions herein and in Article Twenty-Seventh of the Easement Volume Agreement without seeking the consent of Unit Interested Parties;

iii. enter into amendments of the Easement Volume Agreement on behalf of all Unit Interested Parties without the need to have any such Unit Interested Party consent to or join in such amendments; and

iv. exercise the rights and remedies of the Owners under the Easement Volume Agreement.

F. The Condominium Board shall assess the Units as and when necessary to obtain funds sufficient to satisfy and perform the Owner Obligations ("Owner Obligation Assessment"). Each Unit Owner shall be responsible to fund in a timely manner its Units Assessment Share (as hereinafter defined) of the total Owner Obligation Assessment. As used herein, "Unit Assessment Share" means with respect to any Unit, such Unit's Percentage of Common Interest in the Condominium common elements as set forth in Schedule B of this Condominium Declaration, with the total of all Unit Assessment Shares for all Units to equal one hundred percent (100%). No Owner Obligation Assessments may be forgiven, waived, conditioned or delayed by the Condominium Board and the Condominium Board shall take all reasonable measures as may be required in order to collect such unpaid Owner Obligation Assessment, including, the institution of any suit, action or proceeding to collect same and/or to foreclose the Unit Owner Lien (as hereinafter defined) against the Unit which is subject to such unpaid Owner Obligation Assessment. The Condominium Declaration (and any amendments thereto) may not create a special Unit Assessment Share for the Owner Obligations or otherwise allocate Unit Assessment Shares for purposes of the Owner Obligation Assessment in any way that differs from the percentages and interests allocated among the Unit Owners for the Common Charges and general maintenance of the Condominium overall.

G. The Owner Obligation Assessment shall be an obligation of the Unit Owner of the Unit against which such Owner Obligation Assessment is made, as well as a charge on the Unit and a continuing lien in favor of the Condominium Board upon the Unit (the "Unit Owner Line"). Such Unit Owner Lien shall be (to the extent, but only to the extent, required by law) subordinate to the lien of any prior recorded mortgage on such Unit given to a bank or other institutional lender, and the Condominium Declaration.

H. The holder of a mortgage or other lien encumbering a Unit or any interest therein shall not be liable for the payment of the Owner Obligation Assessment on such Unit, unless and until such mortgagee succeeds to the ownership of the Unit or any interest therein by foreclosure of the lien or mortgage, or acceptance of a deed or other transfer in lieu of foreclosure, or otherwise.

I. The Authority shall be deemed a third-party beneficiary of the Condominium Board's rights and obligations to levy and enforce the Owner Obligation Assessment on the Unit Owners and to impose and enforce the Unit Owners Lien.

J. In the event that the Condominium Board fails to perform its obligations hereunder or any required provisions of the Easement Volume Agreement with respect to any Owner Obligation Assessment, the Authority shall be entitled, at its election, to make demand on and to exercise all rights and remedies (including enforcement proceedings and foreclosure actions) against the Unit Owners and their Units with respect to their respective Unit Assessment Shares of such Owner Obligation Assessment. In connection with any enforcement demand, the Authority shall be entitled to obtain from the Condominium Board the names and last known addresses of all of the Unit Owners. No Unit Owner shall be liable for payment of more than its Unit Assessment Share of any Owner Obligation Assessment, and any Unit Owner which has duly paid its Unit Assessment Share of any Owner Obligation Assessment to the Condominium Board shall not be obligated to pay any duplicative amount to the Authority.

TWENTY-SECOND: COVENANT OF FURTHER ASSURANCES.

If any Unit Owner or any other party subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within a reasonable period of time as determined by the Board of Managers after request thereof, to take any action which the Unit Owner or such other party is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, or other party and such document or action shall be binding on such Unit Owner or other party.

If any Unit Owner or the Board of Managers or any other party who is subject to the terms of this Declaration fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses within a reasonable period of time as determined by the Board of Managers after request therefor, to take any action that the Board of Managers, any Unit Owner, or other party is required to take pursuant to this Declaration at the request of Sponsor or Sponsor's successor, assignee or designee, then Sponsor or Sponsor's successor, assignee or designee, as the case may be, is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other party, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other party, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other party, as the case may be.

Each Unit Owner will have the affirmative duty to maintain its respective Unit in such a manner so as to reasonably prevent and avoid inflicting harm to other Units, the

Limited Common Elements (no matter how classified), the General Common Elements or the Building. In addition to any other remedies and/or rights the Board of Managers may have in this Declaration, the By-Laws and/or the Rules and Regulations of the Condominium, in the event any Unit Owner causes or permits any condition, or fails to take any action to prevent a condition, that has a deleterious effect on another Unit, any Limited Common Element, the General Common Elements or the Building, the Condominium Board will give written notice to such Unit Owner including a request that the Unit Owner take specific steps to ameliorate such a condition ("Remedy Notice"). If the Unit Owner fails to remedy the condition within a reasonable period of time as provided in such Remedy Notice, the Board of Managers may, upon additional notice to the Unit Owner within a reasonable period of time determined by the Board of Managers, enter into the Unit and effect a reasonable remedy, at the Unit Owner's sole cost and expense.

TWENTY-THIRD: RULES AND REGULATIONS.

The use of the Unit by a Unit Owner, immediate family members residing in a Residential Unit, tenants, licensees, guests, employees, contractors or other occupants of a Residential or Commercial Unit shall be subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations of the Board of Managers contained in Article VIII of the By-Laws as the Rules and Regulations may be added to, amended, rescinded, repealed, modified, altered or waived pursuant to the provisions of Article VIII of the By-Laws.

TWENTY-FOURTH: FIRST LIEN HOLDER'S RIGHTS.

1. Notices of Action. A holder, insurer or guarantor of a first mortgage, including Sponsor Lender, shall be required to receive timely written notice of:

    a. Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the General Common Elements, General Residential Units' Limited Common Elements, or Individual Residential or Commercial Limited Common Elements appertaining to any Unit, Units or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Condominium appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restricted;

    b. Any proposed termination of the Condominium regime;

    c. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

d. Any delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, which such delinquency has continued for a period of sixty (60) days; and

e. Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

f. Any proposed action that requires the consent of a specified percentage of mortgagees.

2. Other Provisions for First Lien Holders. To the extent permitted under applicable law, the following protections for the benefit of first mortgage holders, including Sponsor Lender, will be legally binding with respect to the Condominium:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units, including Sponsor Lender, to which at least fifty-one percent (51%) of the votes of Units eligible to vote that are subject to mortgages held by such eligible holders are allocated, is obtained;

b. Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Property must require the approval of the eligible holders of first mortgages on Units, including Sponsor Lender, to which at least fifty-one percent (51%) of the votes of Units eligible to vote that are subject to mortgages held by such eligible holders are allocated; and

c. Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium project is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium project may be effected without the approval of the eligible holders of first mortgages on Units, including Sponsor Lender, to which at least eighty (80%) percent of the votes of Units eligible to vote that are subject to mortgages held by such eligible holders are allocated.

As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a Unit in a Condominium which has requested notice in accordance with the provisions of (a) above.

TWENTY-FIFTH: SPECIAL RIGHTS OF LENDER

Sponsor's Lender will have all the rights and benefits afforded to Institutional Lenders. There shall be no requirements that Sponsor Lender make timely written notification to the Board of Managers or provide other affirmative action in the event of Sponsor's default under construction loan. This paragraph shall not be amended without the written consent of Sponsor Lender.

TWENTY-SIXTH: SPECIAL RIGHTS OF SPONSOR.

Notwithstanding anything to the contrary contained herein, Sponsor, its successors, assignees and/or designees shall have, in addition to any rights granted elsewhere contained in the Declaration, By-Laws and/or Rules and Regulations, the right, without requiring the consent of either the Condominium or Board of Managers, and without charge or limitation, the following rights:

1. The right to have its employees, contractors, subcontractors and sales agents present on the properties described in Schedule A and any Building erected thereon, until such time as the Sponsor no longer owns a Unit in the Condominium.

2. The right to erect and maintain signs and other promotional materials (including, without limitation, "For Sale", and "For Rent" signs), in connection with the promotion, sale, leasing, management, or operation of the Units or any other property, development or community the Sponsor, its successors, assigns or designees so prescribe for the life of the Condominium.

3. The right to use any one or more Units as:

   a. model Units,

   b. offices for the promotion, sale, rental, management and/or operation of any unsold Units,

   c. offices in connection with any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Sponsor with respect to the Common Elements and/or the Units; or any unsold Units; and/or

   d. for any other purpose.

4. The right to use any office in the Condominium for its exclusive use until such time as Sponsor no longer owns any Units in the Condominium.

5. The right to retain Storage Spaces and license, rent, lease or permit the use of a Storage Space to any resident, non-resident or business

establishment for the use of such resident non-resident or business establishment.

6. The right to do and cause to be done all of the things that are necessary, desirable or appropriate (including, without limitation, the use of the Common Elements, including recreation facilities, the Units and any unsold Units) for the purpose of:

   a. the promotion, sale, rental, management and/or operation of any unsold Units,

   b. the performance and completion of installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Sponsor with respect to the Common Elements and/or

   c. the exercise performance and discharge of Sponsor's other rights and obligations under this Declaration, the By-Laws or the Rules and Regulations.

7. The right to make any other changes required by the Authority or the City of New York pursuant to or necessary to implement the provisions of the Easement Volume Agreement.

8. The right to make any other changes required by the Building Department City of New York, the Authority or any other agency of the City of New York or other municipal or administrative agency.

In no event, however, shall Sponsor or such designee be entitled to use any portion of the Common Elements in such a manner as will unreasonably interfere with the use of the same or of any Unit for its permitted purposes.

The provisions of this Article Twenty-Sixth cannot be amended without the written consent of the Sponsor, or its designees, successors or assigns.

TWENTY-SEVENTH: INVALIDITY

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no way affect any of the remaining part or parts hereof, and the same shall continue in full force and effect.

TWENTY-EIGHTH: 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.

TWENTY-NINTH: CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

THIRTIETH: CERTAIN REFERENCES

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.

The terms “herein”, “hereof”, or “hereunder” or similar terms 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.

Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration or the By-Laws.

THIRTY-FIRST: SEVERABILITY

If any provision of this Declaration or the application thereof to any person, entity or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Declaration, and the application of such provision to persons, entities or circumstances other than those as to which it is specifically determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law, provided that under all circumstances, the provisions hereof are required to be interpreted and applied so that there will be no adverse effect on Sponsor, its successors, assignees and/or designees or any other person governed by or otherwise affected by this Declaration in any material respect as a result of any invalidity or unenforceability referred to above in this Article Twenty-Eighth.

THIRTY-SECOND: SUCCESSORS AND ASSIGNS

Except as set forth in the Declaration or in the By-Laws to the contrary, the rights and/or obligations of Sponsor, its successors, assignees or its designees as set forth herein shall inure to the benefit of and be binding upon any successor, assignee or designee of Sponsor with the consent of Sponsor or its successor, assignee or designee, any transferee of some or all of the Unsold Units then owned by Sponsor or its successor, assignee or designee, as the case may be. Subject to the foregoing, Sponsor, its successor, assignee, and its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

FLAT LG LLC

By: _____

ELEM 340 LLC

By: _____

RC FLATBUSH LLC

By: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the day of in the year 20__, before me, the undersigned a Notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the day of in the year 20__, before me, the undersigned a Notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the day of in the year 20__, before me, the undersigned a Notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE A TO THE DECLARATION

609 2nd Avenue Condominium
609 2nd Avenue
New York, New York 10016

Condo #

Block: 914 FKA Lot: 29 NKA Lots:

ALL that certain plot, piece, or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

SCHEDULE J

CONDOMINIUM BY-LAWS

BY-LAWS

OF

609 2ND AVENUE CONDOMINIUM

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Sponsor
Attn: Richard Herzbach, Esq.
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554

SCHEDULE C TO THE DECLARATION OF CONDOMINIUM

BY-LAWS
OF
609 2ND AVENUE CONDOMINIUM

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BY-LAWS

OF

609 2ND AVENUE CONDOMINIUM

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Unit Ownership.

The property located at 609 2nd Avenue, Borough of Manhattan and County, City and State of New York, as specifically set forth in the Declaration of Condominium and more commonly known as 609 2nd Avenue Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability.

The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and the Building and improvements thereon including the Condominium Residential Units and Commercial Unit (hereinafter referred to as "Residential and/or Commercial Units") unless otherwise indicated, and the Common Elements and the use and occupancy thereof.

Section 3. Personal Application.

All present or future Unit Owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration of Condominium and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these By-Laws, the Declaration of Condominium and the Rules and Regulations are accepted, ratified, and will be complied with.

Section 4. Definitions.

The definitions contained in the Declaration of Condominium shall be applicable to these By-Laws unless otherwise stated.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium.

The Condominium shall be limited to Unit Owners. "Unit Owner" as referred to herein shall mean all of the owners of each Residential and Commercial Unit unless otherwise indicated. The owners of the Residential Units shall hereinafter be referred to

as Residential Unit Owners. The owners of a Commercial Unit shall hereinafter be referred to as a Commercial Unit Owner.

Section 2. **Voting.**

Each Residential and Commercial Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Residential or Commercial Units), shall be entitled to cast one vote at all Unit Owners' meetings for each Residential or Commercial Unit owned by such Residential and Commercial Unit Owner subject to the restrictions contained herein, including the provisions regarding the election of Members to the Board of Managers as provided in Article III, Section 1 of these By-Laws. In the event the Board of Managers acquires a Residential or Commercial Unit on behalf of the Condominium it shall not cast any of its votes appurtenant to such Residential or Commercial Unit, for the election of any Member to the Board of Managers. Any Unit Owner in default of their Common Charges, Special Assessments, late fees or any other penalties imposed by the Board of Managers applicable to said Unit Owner's Residential Unit, Commercial Unit shall be prohibited from voting at any annual, general or Special Meeting of the Unit Owners.

Section 3. **Quorum.**

So many Residential and Commercial Unit Owners as shall represent at least fifty-one (51%) percent of the total authorized votes of all Residential and Commercial Unit Owners present in person or represented by written proxy shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by Statute, by the Declaration of Condominium, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Residential and Commercial Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting so many Residential and Commercial Unit Owners as shall represent at least thirty-three and one-third (33⅓%) percent of the total authorized votes of all Residential and Commercial Unit Owners shall constitute a quorum. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. If, however, such quorum shall not be present or represented at any adjourned meeting of the Unit Owners, the Residential and Commercial Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting so many Residential and Commercial Unit Owners as shall represent at least twenty-five (25%) percent of the total authorized votes of all Residential and Commercial Unit Owners shall constitute a quorum. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called.

Section 4. **Vote Required to Transact Business.**

When a quorum is present at any meeting, the vote of a majority of the Residential and Commercial Unit Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of the Declaration of Condominium, Statute, or of these By-Laws, a different vote is required or is limited to the Residential Unit Owners or Commercial Unit Owners, in which case such express provisions shall govern and control the decision of such question.

Section 5. **Right to Vote.**

At any meeting of Unit Owners, every Residential and Commercial Unit Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. Any Residential or Commercial Unit Owner in default of their Common Charges, Special Assessments, late fees or any other penalties imposed by the Board of Managers applicable to said Unit Owner's Residential and/or Commercial Unit shall be prohibited from voting at any annual or Special Meeting of the Unit Owners.

Section 6. **Proxies.**

All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. **Waiver and Consent.**

Whenever the vote of Unit Owners at a meeting is required or is permitted by any provision of the Declaration of Condominium, Statutes or of these By-Laws or for an amendment to the Declaration of Condominium or By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Residential and Commercial Unit Owners may be dispensed with if all Residential and Commercial Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. **Place of Meetings.**

Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 9. **Annual Meetings/Control of Board of Managers by Sponsor.**

The initial Board of Managers ("First Board of Managers") shall be designated by the Sponsor for one (1) year terms and the Sponsor shall have the right to designate the First Board of Managers until the First Annual Meeting (the "First Board of Managers").

The Sponsor will have voting control and may designate all the Residential Board Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its successors, assignees and/or designees ("Sponsor Residential Board Control Period").

The Sponsor will have the right to designate the Commercial Board Member of the Board of Managers of the Condominium until all of the Commercial Units in the Condominium have been sold or transferred to Commercial Unit Owners, other than the Sponsor, its successors, assignees and/or designees ("Sponsor Commercial Board Control Period").

The First Board of Managers will call for the First Annual Meeting of the Unit Owners within thirty (30) days after the Sponsor Residential Board Control Period.

At the First Annual Meeting, the Residential Board Members shall be elected by the Residential Unit Owners unless otherwise provided below.

The First Board of Managers shall have the right to call for the First Annual Meeting prior to the Sponsor Residential Board Control period. In such an event the Sponsor shall have the right to permit the election of one (1) or more of the Residential Board Members by the Residential Unit Owners. The number of Residential Board Members that may be elected by the Residential Unit Owners shall be in the sole discretion of the Sponsor. In such an event the Sponsor voluntarily relinquishes control of the Residential Board Members the Sponsor will be entitled to designate the remaining Residential Board Members that are not elected by the Residential Unit Owners. In the event the Sponsor voluntarily relinquishes a Board Member's position on the Board of Managers as provided above upon notice to the Board of Managers the Sponsor shall have the right to remove the Residential Board Member(s) that were elected by the Residential Unit Owners and reappoint a Sponsor representative in their place. When the Sponsor no longer owns a Residential Unit in the Condominium, Sponsor may not be entitled to designate any Residential Board Member to the Board of Managers.

After the First Annual Meeting, the Annual Meetings shall be held on or about the anniversary of such date each succeeding year or such other convenient date as the Board of Managers may so designate. At such Annual Meeting there shall be elected by ballot of the Residential Unit Owners (or designated by the Sponsor should

the Sponsor have such right as provided above) the Residential Board Members of the Board of Managers in accordance with the requirements of Article III of these By-Laws. The Residential Unit Owners may also transact such other business of the Condominium as may properly come before them.

As provided above, as long as the Sponsor, its successor, assignee and/or designee owns a Commercial Unit the Sponsor will have the right to designate the one (1) Commercial Board Member to the Board of Managers. At such time as the Sponsor has conveyed all of the Commercial Units to Commercial Unit Owners, other than the Sponsor, its successor, assignee and/or designee, the Commercial Board Member who has been designated by the Sponsor shall hold a meeting of the then Commercial Unit Owners, within a reasonable period of time thereafter, and the then Commercial Unit Owners shall elect the Commercial Board Member to the Board of Managers.

Section 10. **Special Meetings.**

It shall be the duty of the President to call a Special Meeting of the Condominium, if so directed by the Board of Managers, or upon the presentation to the Secretary of a petition signed by a majority of the Residential and Commercial Owners. The Secretary shall cause a notice of such Special Meeting stating the time, place and object thereof and the Officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 11 of this Article to each Unit Owner of the Condominium entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before such meeting. The date of the Special Meeting shall be determined by the Board of Managers and shall be held no later than sixty (60) days from receipt of any written request pursuant to this Section 10 unless a later date is agreed to in writing by the Unit Owners of the Condominium entitled to vote or the Board of Managers, requesting such meeting. No business other than that stated in such notice shall be transacted at such Special Meeting unless all Residential and Commercial Unit Owners of the Condominium are present in person or by proxy. Any or all of the Members of the Board of Managers of the Condominium, other than those designated by the Sponsor, may be removed with or without cause by vote of a minimum of 66⅔ in number of the Residential Unit Owners of the Condominium at a Special Meeting called pursuant to this section if the meeting is called for such purpose. Sponsor designated Members of the Board of Managers may only be removed by the Sponsor without cause. As long as the Sponsor retains ownership of one (1) of the Commercial Units the Sponsor shall have the right to remove or appoint the Commercial Units' Member to the Board of Managers. Thereafter the Commercial Units' Member representative of the Board of Managers of the Condominium may only be removed with or without cause by an affirmative vote of a majority of the Commercial Unit Owners and no Special Meeting for such purpose is necessary.

Section 11. **Notice of Meetings.**

It shall be the duty of the Secretary or other designated agent the Board of Managers to provide written notice of the place, date and hour of each Annual or Special Meeting, stating the purpose thereof at least ten (10) but not more than thirty (30) days prior to such meeting. A copy of the notice of any meeting shall be given, personally, by first class mail, facsimile telecommunications or by electronic mail to each Unit Owner entitled to vote at such meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the Unit Owner at the Unit Owner's address as it appears on the record of Unit Owners or, if the Unit Owner shall have filed with the Secretary or designated agent a written request that notices to the Unit Owner be mailed to some other address, then directed to the Unit Owner's such other address. If the notice is sent by facsimile telecommunication or mailed electronically, such Notice is given when directed to the Unit Owners fax number or electronic mail address as it appears on the record of the Unit Owners, or , to such fax number or other electronic mail address as filed with the Secretary or designated agent. Notwithstanding the foregoing, such Notice shall not be deemed to have been given electronically (1) if the Secretary or designated agent of the Board of Managers is unable to deliver two consecutive Notices to the Unit Owner by facsimile telecommunication or electronic mail; or (2) the Secretary or the designated agent of the Board of Managers otherwise becomes aware that Notice cannot be delivered to the Unit Owner by facsimile telecommunication or electronic mail.

Section 12. **Order of Business.**

The order of business at all meetings shall be as follows:

(a) Roll Call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of Officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election)
(g) Election of Members (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS

Section 1. **Number and Term.**

The affairs of the Condominium shall be governed by a Board of Managers. The First Board of Managers shall consist of three (3) Members (hereinafter "Members") designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the First Annual Meeting of the Unit Owners. The First Annual Meeting shall occur within thirty (30) days after the Sponsor Residential Board Control Period, unless called for sooner by the First Board of Managers. Until

succeeded by the Members elected at the First Annual Meeting of Unit Owners, Residential Members do not need to be Residential Unit Owners; thereafter, all Residential Members of the Board of Managers shall be Residential Unit Owners, other than designees or nominees of the Sponsor. The Commercial Board Member is not required to be a Commercial Unit Owner. The Members shall be elected and/or designated at the Annual Meeting of the Unit Owners or as otherwise provided in these By-Laws.

At the First Annual Meeting of Unit Owners called pursuant to Section 9 of Article II, five (5) Members shall be designated and/or elected by the Unit Owners. Four (4) Members shall be elected by the Residential Unit Owners and shall be referred to as the Residential Board Members. One (1) Member shall be elected or appointed by the Commercial Unit Owners as provided below and shall be referred to as the Commercial Board Member. All Residential Members of the Board of Managers, other than the Sponsor designated representatives, shall be nominated by the Residential Unit Owners at the First Annual Meeting. The Commercial Board Member shall be elected or designated as provided below. After the First Annual Meeting, the Board of Managers may request nominations to the Board Managers prior to the Annual Meeting, in addition to nominations from Residential Unit Owners at the Annual Meeting. As long as the Sponsor retains at least one (1) Unit in the Condominium the number of Members of the Board of Managers may not be increased without the consent of the Sponsor.

At the First Annual Meeting, subject to the provisions regarding the Sponsor Control Period as provided in this Section, the term of office of all the Residential Members of the Board of Managers shall be fixed for one (1) year. Each Residential Unit Owner shall be entitled to cast one vote for each Residential Member to be elected to the Board of Managers. The Board Members shall hold office until their successors have been elected and hold their first meeting.

The Commercial Board Member shall be designated by the Sponsor, its successor, assignee, or designee as long as the Sponsor retains ownership of a Commercial Unit. At such time as the Sponsor no longer retains ownership of any Commercial Unit the one (1) Commercial Board Member shall be elected by the then Commercial Unit Owners as provided for in these By-Laws. The Commercial Board Member appointed or elected to the Board of Managers shall serve until such time as the Member resigns or is replaced by the then Commercial Unit Owners at an Annual Meeting or such other time as the Commercial Unit Owners so determine.

Any Unit Owner in default of the payment of Common Charges, Special Assessments, late fees, interest and/or penalties shall be ineligible to be elected to the Board of Managers and/or vote at any general, Annual or Special Meeting.

Sponsor is entitled to designate all the Residential Board Members to the Board of Managers until all of the Residential Units in the Condominium have been sold and transferred to bona fide Purchasers. Sponsor Residential Board Members shall be appointed for a one (1) year term. At the expiration of the Sponsor Residential Board

Member terms, if Sponsor is still entitled to nominate Residential Board Members to the Board of Managers, the Sponsor Residential Board Members shall thereafter continue to be appointed as Residential Board Members for one (1) year terms until the Sponsor is required to relinquish the position or Sponsor voluntarily resigns the position. When the designated Sponsor Board Members of the Board of Managers of the Sponsor are required to relinquish their position on the Board of Managers the Sponsor will call for the First Annual Meeting of the Unit Owners as per the provisions of Article II, Section 9 of these By-Laws.

The Sponsor shall have the right to voluntarily resign a Residential Member of the Board of Managers prior to the Sponsor Residential Board Control Period as provided in Article II, Section 9 of these By-Laws. In such an event the Board of Managers will either (a) call for a Special Meeting of the Unit Owners pursuant to the provisions of Article II, Section 10 of these By-Laws to elect a Residential Unit Owner for the balance of the Sponsor Residential Board Member's term or (b) the remaining Residential Board Members of the Board of Managers will appoint a Residential Unit Owner to be a Residential Board Member of the Board of Managers for the balance of the Sponsor Residential Board Member's term. At the expiration of the term the Residential Unit Owners shall have a meeting to elect a Residential Unit Owner to a one (1) year term. Notwithstanding the aforementioned, in the event the Sponsor voluntarily relinquishes a Residential Board Member's position on the Board of Managers before the Sponsor Residential Board Control Period, upon notice from the Sponsor to the Board of Managers that the Sponsor desires to reclaim said Residential Board Member's position, the Board Member appointed or elected to said position shall resign and the Sponsor shall reappoint a Residential Board Member to the Board of Managers.

At such time as the Sponsor no longer owns any Residential Unit in the Condominium the Sponsor Residential Board Members shall resign and the Sponsor will not be able to designate any Residential Board Members to the Board of Managers.

In addition to the Members designated by the Sponsor, as long as Sponsor retains an unsold Residential Unit or Commercial Unit in the Condominium, Sponsor may vote as Sponsor so determines for any other Members, so long as the Members are not on Sponsor's slate of Members for the Board of Managers, Sponsor's payroll or as long as they did not receive other financial backing from the Sponsor other than a mortgage held by the Sponsor or affiliated entity of the Sponsor, if applicable.

Members of the Board serve without compensation.

This Section may not be amended without the written consent of the Sponsor.

Section 2. Vacancy and Replacement.

If the office of any Residential Board Member becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, a

majority of the remaining Residential Members of the Board of Managers, though less than a quorum, at a special meeting of the Residential Board Members of the Board of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. At such meeting only the remaining Residential Members of the Board of Managers shall be entitled to vote for said Residential Member's successor or successors. In the event of the failure to hold any election of the Residential Members of the Board of Managers at the time designated for the annual election of the Residential Members of the Board of Managers or in the event that the Residential Members of the Board of Managers shall not have filled any such vacancy, a Special Meeting of the Residential Unit Owners to elect new Residential Members to the Board of Managers or to fill such vacancy or vacancies may be called in the manner generally provided for the calling of Special Meetings of the Unit Owners as provided for in Article II, Section 10 of these By-Laws. If the vacancy occurs with respect to any Residential Member of the Board of Managers who has been designated by the Sponsor, only the Sponsor shall have the right to choose such Residential Member's successor to fill the unexpired portion of the term. In addition, the Sponsor shall have the right to substitute the Residential Members of the Board of Managers it has designated at Sponsor's discretion.

The Board of Managers shall also have the right to call for a Special Meeting in accordance with Article II, Section 10 to elect a Residential Member's successor to fill the unexpired portion of the term of office.

If the office of the Commercial Board Member becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, the Commercial Unit Owners shall designate or elect the Commercial Board Member's successor in the manner for the election or designation of the Commercial Board Member as detailed in Article III, Section 1 of these By-Laws.

Section 3. Removal.

Residential Members, other than Sponsor designees, may be removed with or without cause by an affirmative vote of sixty-six and two-thirds (66 2/3rds) in number of the Residential Unit Owners entitled to vote at a Special Meeting called pursuant to Article II, Section 10 of these By-Laws. Residential Members designated by the Sponsor may only be removed with cause by an affirmative vote of sixty-six and two-thirds (66 2/3rds) in number of the Residential Unit Owners entitled to vote at a Special Meeting called pursuant to Article II, Section 10 of these By-Laws. No Residential Member other than a Residential Member designated by the Sponsor shall continue to serve on the Board of Managers if, during their term of office, they shall cease to be a Residential Unit Owner. In the event a Sponsor designee Residential Member is removed, the Sponsor shall have the sole right to designate the Sponsor Residential Member replacement.

The Commercial Board Members, other than Sponsor designees may be removed with or without cause by an affirmative vote of 66 2/3rds in number of the

Commercial Unit Owners. The Commercial Board Member designated by the Sponsor may only be removed by the Sponsor. In the event a Sponsor designee Commercial Board Member is removed, the Sponsor shall have the sole right to designate the Sponsor Commercial Board Member replacement.

Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, late fees, penalties and/or interest shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, late fees, penalties and/or interest are paid in full to the Condominium.

Section 4. **Resignation.**

Any Member may resign at any time by written notice delivered in person or sent by certified registered mail to an Officer of the Condominium. Such resignation shall take effect at the time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 5. **Suspension**

Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, together with late charges, interest and expenses shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, together with late charges, interest and expenses, if any, are paid in full to the Condominium.

Section 6. **First Board of Managers.**

The First Board of Managers shall consist of three (3) Members, appointed by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the First Annual Meeting of Unit Owners. Any or all of said Members shall be subject to replacement at the sole discretion of the Sponsor and/or in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 7. **Powers.**

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration of Condominium or by these By-Laws, directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments (“General Common Charges”) to cover the cost of General Common Expenses applicable to all Unit Owners. The General Common Charges are payable in advance as determined by the Board of Managers. The

Board of Managers may increase the monthly General Common Charges or vote a Special Assessment in excess of the General Common Charges, if required, to meet any additional necessary General Common Expenses, but said increases can only be assessed among the Unit Owners pro-rata according to their respective Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium of Condominium or in such other manner as provided in Article VI, Section 10 of these By-Laws.

2. To determine and levy monthly assessments ("Residential Common Charges") to cover the cost of Residential Common Expenses. The Residential Common Charges are payable in advance as determined by the Residential Members of the Board of Managers. The Residential Members of the Board of Managers may increase the monthly Residential Common Charges or vote a Special Assessment in excess of the Residential Common Charges, if required, to meet any additional necessary Residential Common Expenses, but said increases can only be assessed among the Residential Unit Owners pro-rata according to their respective Residential Unit's Residential Interest as reflected in Schedule B of the Declaration of Condominium of Condominium or in such other manner as provided in Article VI, Section 10 of these By-Laws.

3. To determine and impose penalties, late fees, and interest against Unit Owners delinquent in the payment of their Common Charges and to revise the amount of such fees as the Board of Managers so determines.

4. The Residential Board Members shall determine and impose move in and move out fees and shall revise said fees in its good faith discretion.

5. To collect, use, and expend the General Common Charges collected to maintain, care for and preserve the General Common Elements and any other General Common Expenses of the Condominium.

6. To collect, use, and expend the Residential Common Charges collected to maintain, care for and preserve the General Residential Units' Limited Common Elements and any Individual Residential and any other Residential Common Expenses of the Condominium.

7. To make repairs, restore or alter any Unit or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

8. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owners as possible in connection with the maintenance, care, and preservation of the property, including any inspection or repairs necessitated by mold. No prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium. Any repairs required as the result of negligence of a Unit Owner will be at the expense of the Unit Owner.

9. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts.

10. To insure and keep insured the Common Elements and Units in accordance with Article VII of these By-Laws.

11. To collect delinquent Common Charges, Special Assessments, late fees, penalties and/or interest by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the Condominium for violations of the Declaration of Condominium, By-Laws or the Rules and Regulations of the Condominium.

12. The Residential Members of the Board of Managers shall be empowered to make reasonable Rules and Regulations applicable to the Residential Units and the Residential Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon the Residential Unit Owners when the Residential Members of the Board of Managers have approved them in writing. A copy of such Rules and Regulations and all amendments thereto shall be delivered to each Residential Unit. The Board of Managers shall not be able to pass or adopt any Rule or Regulation affecting a Commercial Unit without the written consent of the Commercial Board Member of the Board of Managers.

13. The entire Board of Managers shall be empowered to make reasonable Rules and Regulations applicable to all Units and all Unit Owners and to amend the same from time to time, and such

Rules and Regulations and amendments shall be binding upon all the Unit Owners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Unit Owner. In no event, however, may any Rule or Regulation prevent a Commercial Unit Owner from engaging in the practice or operation of their business unless such practice is a violation of the law or applicable zoning. Further, the Board of Managers may not pass any Rule or Regulation which interferes with or affects the operation of a Commercial Unit or a Commercial Unit's Limited Common Element, without the Commercial Unit Owner's consent, unless it affects the General Common Elements, General Residential Units' Limited Common Elements, the structural integrity of the Building and/or is a violation of any municipal or state code or statute.

14. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a manager in connection with the matters herein above set forth.

15. To bring and defend actions by or against one (1) or more Unit Owners that are pertinent to the operation of the Condominium and to levy Special Assessments to pay for the cost of such litigation, subject to the provisions regarding the Sponsor as contained in Article III, Section 7 (c) of these By-Laws.

16. To acquire a Unit in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Unit so acquired and to vote as a Unit Owner subject to any restrictions contained in these By-Laws, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers.

17. The entire Board of Managers shall be empowered to make additions, alterations, or improvements to the General Common Elements.

18. The Residential Members of the Board of Managers shall be empowered to make additions, alterations, or improvements to the General Residential Units' Limited Common Elements. Any addition, alteration or improvement to the General Residential Units' Limited Common Elements shall be a General Common Expense of all Residential Unit Owners, the cost of which shall be pro-rata among the Residential Units based upon the Residential Unit's Residential Interest as reflected in Schedule B of the Declaration.

19. The Members of the Board of Managers shall be empowered to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the General Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit.

20. The Residential Members of the Board of Managers shall be empowered to borrow money on behalf of the Condominium when required in connection with any addition, alteration, improvement and for the operation, care, upkeep and maintenance of the General Residential Units' Limited Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit. The debt service and any other costs associated for monies borrowed pursuant to this section for the General Residential Units' Limited Common Elements shall be a General Common Expense of all the Unit Owners, unless otherwise determined by the Board of Managers.

21. To act as an agent for one (1) or more Unit Owners to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessments of their Unit pursuant to Section 339-y(4) of the New York Real Property Law. In such an event, the Board of Managers could retain counsel on behalf of such Unit Owners and charge each Unit Owner for whom it is acting a pro-rata share of expenses, disbursements, and legal fees, based upon the Unit's Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium of Condominium, the payment for which would be secured by a lien on each Unit. The Board of Managers is not obligated to perform such services and it is necessary to obtain the written authorization of the Unit Owners it will perform such service for.

22. To determine and impose penalties, late fees, and interest against Unit Owners delinquent in the payment of their Common Charges and/or Special Assessments and in violation of the Rules and Regulations. The Board of Managers shall have the right to revise the amount of such fees as the Board of Managers so determines.

23. To enter into contracts, settlement agreements and/or other matters on behalf of the Condominium.

24. To enter into revocable license agreements for the use of space within the General Common Elements and General Residential Units' Limited Common Elements as long as the license agreement does not hinder or encroach upon the rights of Unit Owners to use the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, Commercial Unit's Limited Common Elements and/or a Unit, or interfere in any material respect, in the ongoing services, operations, and/or business operations in a Commercial Unit.

25. To grant utility or other easements over or to the Common Elements as may, at any time, be required for the benefit of the Condominium and the Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Unit Owners who have the right to use such Common Elements to the exclusion of any other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted).

26. To enforce and adhere to the provisions of the Easement Volume Agreement as may be contained therein.

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board of Managers, designate one or more committees, each of such committees to consist of at least one (1) Member of the Board of Managers, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business affairs of the Condominium and may have power to sign all papers which may be required, provided said resolutions shall specifically so provide. Notwithstanding the foregoing, for any resolutions exclusively affecting the Residential Units or Residential Unit Owners, then such resolutions shall only be subject to the approval of a majority vote of the Residential Board Members. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board of Managers as required.

(c) As long as the Sponsor retains at least one (1) Unsold Unit in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common

Elements of the Condominium that is not a Residential Unit Owner's obligation and/or to any Unit, costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work; (ii) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund in excess of the reserve for contingencies provided in Schedule B; (iii) hire any employee in addition to the employees referred to in the Budget for the first year of operation of the Condominium; (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first Closing of title to a Residential Unit; (v) borrow money on behalf of the Condominium; (vi) reduce the services or maintenance set forth in the Condominium budget for the first year of operation; (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium; (viii) increase the Common Charges of the Condominium more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates, evidencing the need for an increase greater than ten (10%) percent; (ix) utilize Condominium funds or assess the Sponsor; (x) amend the Declaration of Condominium or By-Laws so as to in any way adversely affect Sponsor or a Sponsor-designee; or (xi) interfere with the offer, sale or leasing of Residential Units or construction within the Residential Unit or Residential Units belonging to Sponsor or a Sponsor-designee, operation of general or sales and leasing offices on the Property, or with any actions necessary or desirable for construction, renovation, repair, or correction of the Property or any Unsold Residential Unit, as determined by Sponsor or a Sponsor-designee, as the case may be for the purpose of commencing a lawsuit against the Sponsor or any of its principals. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

(d) As long as the Sponsor retains at least one (1) Unsold Residential Unit in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent make an addition, alteration or improvement to the General Residential Units' Limited Common Elements costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

(e) Notwithstanding Article III, Section 7(c) of these By-Laws Sponsor may not exercise veto power over expenses described in the proposed first year budget, as described in the Offering Plan, or over expenses required:

1. to comply with applicable laws or regulations; or

2. to remedy any notice of violation; or

3. to remedy any work order by an insurer, or

4. necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building.

(f) Sponsor may exercise veto power over expenses described herein, other than those described in Article III, Section 7(e) of these By-Laws, for a period ending not more than five (5) years after the Closing of the first Unit or whenever the unsold Units constitute less than twenty-five (25%) percent of the common interest, whichever is sooner.

The provisions of this paragraph may not be amended without the written consent of Sponsor.

Section 8. Repairs and Maintenance.

All maintenance, painting, repairs and replacement of the General Common Elements shall be contracted for by and be the responsibility of the Board of Managers and the cost thereof shall be a General Common Expense except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Unit Owner or the prior alteration of the Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Unit Owner.

All maintenance, painting, repairs and replacement of the General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium shall be contracted for by and be the responsibility of the Board of Managers and the cost thereof shall be a Residential Common Expense except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of any Residential Unit Owner or the prior alteration of the Residential Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Residential Unit Owner.

All maintenance, repair, and cost to the interior portion of the window area and doors which open from a Unit are the sole obligation of the Unit Owner. All maintenance, repair, replacement, and costs to the external portion of the window area, the actual window and external portion of the doors (including painting if necessary) which open or face the outside of a Unit will be the responsibility of the Condominium and the cost thereof shall be a Common Expense of the Condominium and paid for by all Unit Owners as provided in Article VI of these By-Laws. Notwithstanding the above, should the maintenance, repair or replacement of the

external portion of the window, the actual window and external portion of the doors which open from or face the outside of a Unit be caused as a direct result of the negligence or act of a Unit Owner, occupant, tenant, guest or any other person residing, visiting or doing work in the Unit, the Condominium will repair or replace the external portion of the window, the window or the external portion of the doors which open from a Unit and the cost of such repair or replacement shall be charged to the Unit Owner as an additional Common Charge or Special Assessment.

All structural repairs and replacements to any private balcony, terrace and/or roof terrace area that is an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium. Notwithstanding, the cost of such repairs and replacements shall be charged to the Individual Residential Unit Owner whom has the exclusive use of the private balcony, terrace and/or roof terrace unless the repair or replacement is necessitated as a result of general maintenance or repair to the General Common Elements or General Residential Units' Limited Common Elements, in which case the cost shall be a General Common Expense for the General Common Elements or a Residential Common Expense for the General Residential Units' Limited Common Elements. Any dispute as to who is responsible for the cost and expense of the repairs and replacements to any private balcony, terrace and/or roof terrace area that is an Individual Residential Unit's Limited Common Element shall be resolved by arbitration pursuant to the provisions of Article XIII of these By-Laws.

All general maintenance and repairs of a private balcony, terrace and/or roof terrace area and all fencing, landscaping, pavers, surfaces, appliances, irrigation system, railing, drains, utilities, pipes, wires conduits lighting located in or on and for the exclusive use of the private balcony, terrace and/or roof terrace area that is an Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including, but not limited to, the repair of leaks; the repair, maintenance and replacement of surfaces and pavers thereon; the maintenance and replacement of all landscaping and trees and bushes thereon or therein; and repair, maintenance and replacement of all appliances, lighting, mechanical equipment, irrigation system, railing, fencing located thereon or therein;), shall be the responsibility of the Residential Unit Owner whose private balcony, terrace and/or roof terrace area is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to the private balcony, terrace and/or roof terrace area that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost.

The private balconies, terraces and/or roof terrace areas are not permitted to be used for storage, are not permitted to be enclosed and are not permitted to be used for any type of bedroom or for sleeping or similar use. All drains located on a private balcony, terrace and/or roof terrace area must be always kept open. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a private balcony, terrace and/or roof terrace area, except as may be necessary for the use of said space.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, gas boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the Residential Unit or is an Individual Residential Limited Common Element that is appurtenant to the Residential Unit and/or all apparatus, installations, systems equipment and facilities located in a Residential Unit or in or on an Individual Residential Unit's Limited Common Element that is appurtenant to the Residential Unit (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Residential Unit exclusively shall be the responsibility of the Residential Unit Owner.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, gas boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the General Common Elements or General Residential Units' Limited Common Elements and/or all apparatus, installations, systems equipment and facilities located in the General Common Elements or General Residential Units' Limited Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit the Residential Units either collectively or individually shall be the responsibility of Condominium and shall be a Residential Common Expense.

All structural repairs of the Storage Spaces and Storage Space Areas shall be the responsibility of the Condominium as a Common Expense, as provided for in Article XII of the By-Laws. All general maintenance and repairs of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space. Each Residential Unit Owner who has entered into a License Agreement for a Storage Space will be required to pay a monthly License Fee to the Condominium to cover the costs associated solely with the Storage Spaces and Storage Space Area as determined by the Board of Managers and who shall have the right to increase or decrease said amount as required for the costs of said services. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Spaces and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space and the overall square footage of all the Storage Spaces as reflected in Schedule A-1 of the Offering Plan. Said License Fees associated with the Storage Spaces shall be in addition to the Common Charges and any Special Assessments charged to any Residential Unit Owner. All Storage Space Licensees, including Sponsor, shall be responsible for: the payment of the License Fees, and/or Special Assessments imposed by the Condominium Board of Managers related to the Storage Spaces and/or Storage Space Area and any additional costs associated with the Storage Spaces and/or Storage Area reflected in the License Agreement. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Space and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space as reflected in Schedule A and the overall square footage of all the Storage Spaces. As long as the Sponsor retains at least one (1) Storage Space in the

Condominium, the Board of Managers may not, without the Sponsor's prior written consent increase the License Fees applicable to the Storage Spaces more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in costs associated solely for the Storage Spaces and/or Storage Area evidencing the need for an increase greater than ten (10%) percent. Any dispute regarding the allocation or amount of the License Fees shall be decided by Arbitration pursuant to the terms of Article XIII of these By-Laws. The Board of Managers shall have the same rights of collection and enforcement of the License Fees as they have for Common Charges and Special Assessments as provided for in Article Thirteenth of the Declaration of Condominium or elsewhere in the Declaration or By-Laws. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Space and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space as reflected in Schedule A and the overall square footage of all the Storage Spaces.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and General Residential Units' Limited Common Elements. If located in the General Common Elements the cost thereof shall be a Common Expense payable by all the Unit Owners as provided in Article VI of these By-Laws. If located in the General Residential Units' Limited Common Elements the cost thereof shall be a Residential Common Expense payable by the Residential Unit Owners as provided in Article VI of these By-Laws. Notwithstanding the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of a Unit Owner, occupant, tenant, guest or any other person residing in, visiting or doing work in the Unit, or caused by any prior alteration of a Unit, shall be assessed to and paid by the applicable Unit Owner.

All maintenance, repairs and replacements to a Commercial Unit and Commercial Unit's Limited Common Elements, whether structural or non-structural, ordinary or extraordinary, will be made by the respective Commercial Unit Owner at its/their sole expense.

All snow removal from any areas of the Condominium, except for any Individual Residential Unit's Limited Common Element or Commercial Unit's Limited Common Element, the General Common Elements and General Residential Units' Limited Common Elements shall be contracted for by the Board of Managers and the cost thereof shall be a Common Expense of the Condominium payable by all Unit Owners.

All snow removal and cleaning of any sidewalks and entranceways that abut the Condominium and any Commercial Unit that is not the responsibility of the City of New York shall be the responsibility of the Condominium and a Common Expense of all the Units in the Condominium.

All repairs, painting or maintenance, whether made by the Unit Owner or the Board of Managers, to the doors, windows, or the exterior surface of the Building or to

any generally visible portion of the General Common Elements or General Residential Units' Limited Common Elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor, unless varied or waived by the Board of Managers.

All repairs, replacement, modification, or maintenance of a lot line window shall be the responsibility of the Unit Owner if part of a Unit or Individual Residential Unit's Limited Common Elements or the responsibility of the Condominium if part of the General Common Elements, or General Residential Units' Limited Common Elements. If the lot line window is located in the General Common Elements all costs of the repairs, replacement, modification or maintenance shall be a General Common Expense. If the lot line window is located in the General Residential Units' Limited Common Elements all costs of the repairs, replacement, modification or maintenance shall be a Residential Common Expense. The Condominium shall approve all work to a lot line window and shall have the right to designate or approve the contractor doing the work.

In the event that a Unit Owner fails to maintain, repair or replace its Unit or any Limited Common Element for the Residential or Commercial Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, General Residential Units' Limited Common Elements, any other portions of the Building or any other Unit or other Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Residential or Commercial Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) of the Unit or Individual Limited Common Elements for a Unit's exclusive use and to charge said Residential or Commercial Unit Owner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Residential or Commercial Unit Owner for repairs, maintenance and/or replacement to their Residential or Commercial Unit or for repairs to any Common Elements restricted in use to such Residential or Commercial Unit Owner, and the Residential Unit or Commercial Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Residential or Commercial Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Unit for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Unit or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium. Such right of access shall be exercised in

such a manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

The Board of Managers shall have the right to designate or approve a contractor or contractors to do any structural work in or on a Residential Unit or Individual Residential Unit's Limited Common Element that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost.

Section 9. **Compensation.**

Members and Officers of the Board of Managers, as such, shall receive no compensation for their services.

Section 10. **Meetings.**

(a) The first meeting of the Members of the Board of Managers newly elected by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The Annual Meeting of the Board of Managers shall be held at the same place as the Unit Owners meetings, and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board of Managers shall take place.

(b) Regularly scheduled meetings of the Board of Managers may be held without special notice.

(c) Special meetings of the Board of Managers may be called by the President on two (2) days' notice to each Member either personally, by mail or by electronic mail. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of a majority of the Members of the Board of Managers.

(d) At all meetings of the Board of Managers, a majority of the Members shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Members present at any meeting affecting both the Residential and Commercial Areas of the Condominium or affecting both the Residential and Commercial Units and/or Residential and Commercial Unit Owners at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration of Condominium or by these By-Laws. If a quorum shall not be present at any meetings of Members, the Members present thereat may adjourn the

meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) At all meetings of the Board of Managers solely affecting the Residential Area and/or the Residential Unit Owners, a majority of the Residential Board Members shall be necessary and sufficient to constitute a quorum for the transaction of business solely affecting the Residential Area and/or the Residential Unit Owners, and an act of the majority of the Residential Board Members present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meetings of the Residential Board Members for such purpose, the Residential Board Members present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(f) The Commercial Board Member shall have the power and authority to make all determinations and take all actions affecting the Commercial Units exclusively that do not materially and adversely affect the Residential Area, Residential Units or the Residential Unit Owners in any way.

(e) Before or at any meeting of the Board of Managers, any Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Board of Managers shall be a waiver of notice by the Member of the time and place thereof. If all the Members are present at any meeting of the Board of Managers, no notice shall be required and any business may be transacted at such meeting.

(f) Members of the Board of Managers may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

Section 11. Annual Statement.

The Board of Managers shall furnish all Unit Owners and shall present annually (at the Annual Meeting, but in no event later than four (4) months after the close of the fiscal year) and when called for by a vote of the Unit Owners at any Special Meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement prepared by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owner and a notice of the holding of the annual Unit Owners

meeting. During the period the Sponsor retains a majority of the Members of the Board of Managers the annual statement shall be a certified statement verified by a certified public accountant.

Section 12. Fidelity Bonds.

The Board of Managers shall require that all Officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense of the Condominium.

Section 13. Management Agent.

The Board of Managers may employ a management agent for the Condominium under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board of Managers listed in this Article.

Section 14. Liability of the Board of Managers, Officers and Unit Owners.

No Member of the Board of Managers or Officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner for damages for any breach of duty in the Member's capacity as a Member of the Board of Managers or Officer of the Condominium, provided that this provision does not eliminate or limit the liability of a Member of the Board of Managers or Officer of the Condominium if a judgment or other final adjudication adverse to the Member establishes (a) that the Member's or Officer's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that the Member or Officer personally gained in fact a financial profit or other advantage to which the Member was not legally entitled.

The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board of Managers or Officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that the Member, the Officer, the Member's or Officer's testator, was a Member of the Board of Managers, Officer of the Condominium or officer of the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board of Managers or Officer of the Condominium if a judgment establishes that the Member's or Officer's acts were committed in bad faith or

were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Member or Officer personally gained in fact a financial profit or the advantage to which the Member or Officer was not legally entitled.

The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers and Officers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers or Officers of the Condominium on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of Condominium or of these By-Laws. It is intended that the Members of the Board of Managers and Officers of the Condominium shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is understood and permissible for the Board of Managers or Officer of the Condominium, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers, or Officer of the Condominium or out of the aforesaid indemnity in favor of the Member of the Board of Managers or Officer of the Condominium shall be limited to such proportion of the total liability thereunder as the Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers, a managing agent, by a Member of the Board of Managers or Officer of the Condominium on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the Member, or Officer of the Condominium as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners).

Each Unit Owner's liability pursuant to this Section shall be limited to such proportion of the total liability there under as the Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all Unit Owners in the Common Elements.

Section 15. Annual Reports Required By Section 519A of the Not-For Profit Corporation Law.

(a) The Board of Managers shall provide an annual report to the Unit Owners of the Condominium, which shall be signed by each such Board Member, containing information on any contracts made, entered into, or otherwise transaction pursuant to section seven hundred fifteen of the Not-For-Profit Corporation Law of the State of New York.

(b) The annual report required in subsection (a) of this Section 15 shall include, but not be limited to, the following:

(1) a list of all contracts voted on by the Board of Managers, including information on the contract recipient, contract amount, and the purpose of entering into the contract;

(2) the record of each meeting including Board Members attending, voting records for contracts, and how each director voted on such contracts; and

(3) the date of each vote on each contract, and the date the contract would be and remain valid.

(c) If the annual report required by Subsection (a) of this Section 15 would, notwithstanding the requirements of this Section, contain no information because of the absence of any actions taken by the Board that would otherwise qualify for inclusion in such annual report, then the Board of Managers shall instead submit to the Unit Owners a document signed by each Board Member of the Board of Managers indicating: "No actions taken by the Board were subject to the annual report required pursuant to Section 519-A of the Not-For-Profit Corporation Law".

ARTICLE IV. OFFICERS

Section 1. Elective Officers.

The Officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one or more Assistant Secretaries and Assistant Treasurers and such other Officers as in their judgment may be necessary. All Officers must be Unit Owners or Members of the Board of Managers except for the Commercial Unit Owner's Member to the Board of Managers who does not need to be a Unit Owner. Appointed Officers do not need to be Unit Owners or a Member of the Board of Managers. Two (2) or more offices may be held by the same person, except the President, who can only hold the office of President.

Section 2. Election.

The Board of Managers at its first meeting after each annual Unit Owners Meeting shall elect a President, a Vice President, a Secretary and a Treasurer.

Section 3. Appointive Officers.

The Board of Managers may appoint such other Officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

Section 4. **Term.**

The Officers shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. **The President.**

The President shall be the chief executive Officer of the Condominium; shall preside at all meetings of the Unit Owners and Members of the Board of Managers, the President shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation of the State of New York. The President may delegate obligations and responsibilities to other officers.

Section 6. **The 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 and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized under the Business Corporation Law of the State of New York.

Section 7. **The Secretary.**

The Secretary and/or Assistant Secretary shall attend all sessions of the Board of Managers and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision the Secretary shall be.

Section 8. **The Treasurer.**

The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium as the Treasurer may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and Members, at the regular meeting of the Board of Managers or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. **Agreements, etc.**

All agreements and other instruments shall be executed by the President, or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICE

Section 1. **Definition.**

Whenever under the provisions of the Declaration of Condominium or of these By-Laws, notice ("Notice") is required to be given to the Board of Managers, any Member of the Board of Managers or any Unit Owner, Notice ("Notice") shall be provided by first class mail, courier service, facsimile telecommunications or by electronic mail to the respective party. If mailed, such Notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the respective party's address as it appears in the records of the Condominium. If by courier, Notice is given when received by the respective party as evidenced by the courier provider. If the Notice is sent by facsimile telecommunication or mailed electronically, such Notice is given when directed to the respective parties' fax number or electronic mail address as it appears in the records of the Condominium.

Section 2. **Service of Notice Waiver.**

Whenever any Notice is required to be given under the provisions of the Declaration of Condominium, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. Checks.

All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer, or by such other Officer or Officers or such other person or persons as the Board of Managers may from time to time designate.

Section 2. Assessments.

The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and supplement to the budget to every Unit Owner. The Board of Managers shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments and maintenance of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements and Commercial Unit's Limited Common Elements which have been delegated to the Condominium and other Common Expenses including but not limited to the Common Expenses provided in Article VI, Section 3 of these By-Laws, as well as charges to cover any deficits from prior years.

The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the provisions of Section 10 hereof.

Said assessments shall be payable monthly or in such other manner as determined by the Board of Managers and shall be referred to as Common Charges. The Common Charges shall be designated as General Common Charges which shall be paid for by all Unit Owners as per Section 10 of this Article VI and Residential Common Charges which shall be paid for solely by the Residential Unit Owners as per the provisions of Section 10 of this Article VI.

The Board of Managers may also charge additional assessments in excess of the Common Charges for expenses not contemplated, foreseen, or which exceed the amount budgeted. Said assessments shall be known as Special Assessments. The Board of Managers shall be entitled to charge a Special Assessment as a single sum or over a period of time as it may determine. Unit Owners shall pay their portion of any Special Assessments in accordance with Section 10 of Article VI of the By-Laws.

The Unit Owner agrees to pay promptly when due the monthly Common Charges and all Special Assessments assessed against the Unit. In the event any Unit Owner fails to make payment of the Unit Owner's Common Charge payment, the Unit Owner who owns such Unit shall be obligated to pay (a) a "late fee" of $.25 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such

amounts are to be paid) and (b) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Managers or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges and/or Special Assessments or in an action to foreclose the lien on such Unit Owner's Unit arising from said unpaid Common Charges and/or Special Assessments in the manner permitted by applicable law. All such "late fees," interest and expenses shall be cumulative and shall be added to and shall constitute Common Charges payable by such Unit Owner.

In addition, in the event of a default in payment of Common Charges by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board of Managers shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make the late payment. Lender shall have a thirty (30) day grace period in which to make the late payment.

The Board of Managers may place a lien and take action to collect any past due Common Charges from any Unit Owner which remains unpaid as provided in Article IX of these By-Laws from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339-aa of the Real Property Law or otherwise.

Every Unit Owner shall pay the Common Charges assessed against the Unit Owner's Unit when due as determined by the Board of Managers and no Unit Owner may be exempt from liability for the payment of the Common Charges assessed against the Unit Owner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by the Unit Owner of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of the Declaration and the By-Laws.

Every Residential Unit Owner shall pay the amount assessed against the Residential Unit Owner's Residential Unit for a Residential Units' Exclusive Cost when due as determined by the Residential Members of the Board of Managers and no Residential Unit Owner may be exempt from liability for the payment of the amount due under a Residential Units' Exclusive Cost assessed against the Residential Unit Owner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Residential Unit. However, no Residential Unit Owner shall be liable for the payment of any Residential Units' Exclusive Costs accruing subsequent to a sale, transfer or other conveyance by the Residential Unit Owner of such Residential Unit. Failure of a Residential Unit Owner to pay its applicable amount due for any Residential Units' Exclusive Costs that is charged by the Residential Board Members shall be treated in the same manner as a default of Common Charges pursuant to Article IX of these By-Laws. Any dispute regarding an amount to be paid by a

Residential Unit Owner shall be resolved by Arbitration pursuant to the provisions of Article XIII of these By-Laws.

Notwithstanding any other provision in the Declaration of Condominium or these By-Laws any mortgagee of an Institutional Mortgage as defined in the Declaration of Condominium who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges and/or Special Assessments, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges and/or Special Assessments. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title to a Unit such mortgagee of an Institutional Mortgagee; its successors and assigns shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable thereafter.

Section 3. Purpose of Common Charges.

The Common Charges shall be used to pay for the Common Expenses of the Condominium. The Common Expenses shall include but not limited to operation, repair and maintenance of the General Common Elements, the General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Elements the Condominium that have been delegated to the Condominium to repair, maintain and replace as provided for in the Declaration of Condominium and/or these By-Laws regardless of whether or not a Unit utilizes such services. The Common Expenses shall include the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers and the fees and disbursements towards any Insurance Trustee as per the provisions of Article VII of these By-Laws. The Common Expenses shall include all costs of drainage, sewer, water and/or storm systems (including sewers, storm sewer and/or water pipes, drywells, detention tanks or other facilities (including vent lines, ejectors, interceptors, filters and valves, downspouts and roof drainage systems) servicing the drainage, sewer water and/or storm systems as applicable) and other Building wide obligations of the Condominium contained in the Declaration of Condominium and these By-Laws. The Common Expenses shall further include, as applicable, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a Reserve Fund solely for capital improvements, insurance for replacements, all costs of common utilities; labor; legal and accounting professional fees for the Condominium; outside services and supplies; management fees; contingencies and any other expenses that are Common Expenses of the Condominium. The Common Expenses may also include any Special Assessments to make up any deficit in the Common Expenses from any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all

Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

Section 4. Foreclosures of Liens for Unpaid Common Charges.

The Board of Managers shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Unit because of unpaid Common Charges. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A suit to recover a money judgment for unpaid Common Charges shall also be obtainable separately without waiving the lien on the Unit. In either event the Unit Owner shall be liable for all costs of suit, including reasonable attorney's fees.

Section 5. Statement of Common Charges.

Upon the written request of any Unit Owner or their mortgagee, the Board of Managers shall promptly furnish such Unit Owner or their mortgagee with a written statement of the unpaid Common Charges due from such Unit Owner.

Section 6. Liability for Utilities.

All costs of any utility, including electricity and gas, individually consumed and individually metered or sub-metered to an individual Unit shall be the sole expense of each individual Unit Owner.

Section 7. Operating Account.

There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all monthly Common Charges and Special Assessments as fixed and determined for all Units. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and Common Expenses and for the purchase, lease, sale or other expenses resulting from the purchase or lease of a Unit.

Section 8. Real Estate Taxes.

In the event the Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Units in the Condominium for the six (6) month period following the first Closing. Thereafter, at each Closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Unit. Alternatively, the Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the unsold Units for

such six (6) month period and may collect at each Closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable. After the Units are separately assessed, the funder of the escrow account and the Unit Owner will be reimbursed for any overpayment of taxes or assessed for an underpayment.

In the event Sponsor has elected, in its sole and absolute discretion, not to establish at the Closing of Title to the First Residential Unit the real estate tax escrow described above, then until the Units are separately assessed for real estate tax purposes, the Board of Managers shall charge each Unit Owner, as a Common Charge, its respective pro rata share (on the basis of the percentage of Common Interest attributable to such Unit) of all real estate taxes with respect to the Property, and the Board of Managers shall in turn pay such taxes to the proper authorities of the City of New York, or instead directly to Sponsor if Sponsor has paid such taxes.

Section 9. **Other Accounts.**

The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purpose including a reserve account and working capital account.

Section 10. **Determination of Common Expenses and Fixing of Common Charges.**

The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the General Common Elements, General Residential Units' Limited Common Elements and any Individual Residential and Commercial Unit's Limited Common Elements that have been delegated to the Condominium to repair, maintain and replace as provided for in the Declaration of Condominium and/or these By-Laws as well as Common Expenses of the Condominium, determine the amount of the Common Charges payable by the Unit Owner(s) to meet the Common Expenses and other expenses applicable thereto. The Board of Managers shall allocate and assess the General Common Charges and General Common Expenses among all the Unit Owners, unless otherwise determined by the Board of Managers pursuant to Sections 339-m of the Condominium Act, in proportion to their respective Percentage of Common Interest in the Condominium as reflected in Schedule B of the Declaration of Condominium. The Board of Managers shall allocate and assess the Residential Common Charges and Residential Common Expenses among the Residential Unit Owners, unless otherwise determined by the Board of Managers pursuant to Sections 339-m of the Condominium Act, in proportion to the respective Residential Unit's Residential Interest as reflected in Schedule B of the Declaration of Condominium.

As provided in Section 339-m of the Condominium Act, Common Charges, no matter how classified, may be adjusted by the Board of Managers based on allocations in accordance with sub-metering, contract allocations and usage (both projected and

actual) for the Common Expenses, no matter how classified, based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In connection therewith certain common costs may be charged solely to the Residential Units based upon the pro-rata percentage as reflected in Schedule B of the Declaration of Condominium ("Residential Units' Exclusive Costs"). In the event of any dispute as to the allocation of the Common Charges or a Residential Units' Exclusive Cost, such dispute shall be submitted for arbitration pursuant to the provisions of Article XIII of the By-Laws of the Condominium.

Common Expenses of the Condominium shall include but not be limited to the Common Expenses referred to in Article VI, Section 3 of these By-Laws.

The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of the budget on which such Common Charges and Expenses are based, to all Unit Owners.

The Sponsor, its successor, assignee and/or designee shall be responsible for the Common Charges assessed against each Unit owned by the Sponsor, its designee, assignee and/or successor until such Unit is transferred to a bona fide purchaser.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board of Managers.

The Board of Managers shall be required to obtain and maintain, to the extent obtainable from generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements no matter how classified and the Units in the Building of the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Units which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Unit Owners, contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, there under shall be payable to such

mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $40,000 or less, shall be payable to the Board of Managers, and if more than $40,000 shall be payable to the Insurance Trustee. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the Percentage of Common Interest applicable to said Unit.

The blanket property insurance as provided above will commence with the Closing of Title to the first Unit.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of a Unit. Duplicate originals of all policies of physical damage insurance and of all renewals thereof together with proof of payment of premiums, shall be delivered to all mortgagees of a Unit at least ten (10) days prior to expiration of the current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be affected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Unit Owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss. All policies shall include the standard form of a "Special Condominium Endorsement" or its equivalent. All policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent, and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be a minimum of $1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of

the Condominium. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Condominium and to each holder of a first mortgage on any Unit in the Condominium which in listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employer's liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance. Such public liability insurance shall commence on the closing of title to the first Unit.

In addition to the above, blanket fidelity bonds shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to *3* months aggregate assessments on all Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, ("Fannie Mae") Servicers on behalf of Fannie Mae also receive such notice of cancellation or modification.

The portion of any insurance premium which results from the specific use of the Commercial Units shall be borne by the Commercial Unit Owners pursuant to Section 339-bb of the Real Property Law of the State of New York.

Section 2. The Insurance Trustee.

The Board of Managers on behalf of the Condominium, shall name an authorized representative, including any trustee with whom the Condominium may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this

purpose subject to the adjustment of loss provision contained in the first paragraph of this Section 1 of Article VII. The Insurance Trustee shall be a bank or trust company located in the State of New York, designated by the Board of Managers and costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York. The Insurance Trustee shall have a capital, surplus and undivided profits of $10,000,000 or more.

Section 3. Restoration or Reconstruction After Fire or Other Casualty.

In the event of damage to or destruction of the Building as a result of fire or other casualty (unless seventy-five [75%] percent or more of the Units are destroyed or substantially damaged and seventy-five [75%] percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Unit, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to the respective Percentage of Common Interest, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his or her Unit, in the order of the priority of such liens.

If the proceeds of physical damage insurance or condemnation awards on account of a Taking are less than $100,000 and the loss is limited solely to a Residential Unit or a Residential Unit's Limited Common Elements, such proceeds shall be paid (i) entirely to the owner of the Residential Unit, if no part of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, or other Units are involved or (ii) to the

owner of the Residential Unit and the Board of Managers if the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements and the Residential Unit's Limited Common Elements are involved. In the latter case the net insurance proceeds or condemnation awards shall be shared by the Residential Unit Owner and the Board of Managers in proportion to the cost of repairing and restoring the Residential Unit(s) (and/or the Individual Residential Unit(s) Limited Common Elements), the General Common Elements, the General Residential Units' Limited Common Elements, the Individual Residential Unit's Limited Common Elements and the other Units, respectively.

Notwithstanding the foregoing, if only a Residential Unit (including a Residential Unit's Limited Common Elements) is destroyed or damaged by fire or other casualty or taken in a Taking, the owner of the Residential Unit will alone make all arrangements for the prompt repair and restoration thereof, and if the net insurance proceeds or condemnation awards are insufficient to cover, or exceed, the cost, the Residential Unit Owner will bear the entire amount of the deficit or shall receive all of the excess.

If the proceeds of physical damage insurance or condemnation awards on account of a Taking are less than $100,000 and the loss is limited solely to a Commercial Unit(s) or a Commercial Unit's Limited Common Elements, such proceeds shall be paid (i) entirely to the owners of the Commercial Unit(s), if no part of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, or other Units are involved or (ii) to the owner of the Commercial Unit(s) and the Board of Managers if the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements and the Commercial Unit's Limited Common Elements are involved. In the latter case the net insurance proceeds or condemnation awards shall be shared by the Commercial Unit Owner(s) and the Board of Managers in proportion to the cost of repairing and restoring the Commercial Unit(s) (and/or a Commercial Unit(s) Limited Common Elements), the General Common Elements, the General Residential Units' Limited Common Elements, the Individual Residential Unit's Limited Common Elements, and the other Units, respectively.

Notwithstanding the foregoing, if only a Commercial Unit (including a Commercial Unit's Limited Common Elements) is destroyed or damaged by fire or other casualty or taken in a Taking, the owner of the Commercial Unit will alone make all arrangements for the prompt repair and restoration thereof, and if the net insurance proceeds or condemnation awards are insufficient to cover, or exceed, the cost, the Commercial Unit Owner will bear the entire amount of the deficit or shall receive all of the excess.

Similarly, if only the Residential and Commercial Unit(s) and/or the Individual Residential or Commercial Unit's Limited Common Elements are damaged or destroyed by fire or other casualty or taken in a Taking and the insurance proceeds or condemnation awards are not sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus will be borne or shared entirely by all the Residential and Commercial Unit Owners in proportion to their respective Common Interest in the Building.

Section 4. Residential Unit Owner Insurance.

Each Residential Unit Owner is required to carry insurance covering their contents, fixtures, personal property and improvements and betterments (collectively "Contents") and liability insurance covering their Residential Unit and extended to include the Board of Managers, the Condominium, any Managing Agent and other Residential Unit Owners as additional insured's. Such insurance is subject to the approval of the Board of Managers in advance of the purchase of a Residential Unit, in the Board of Manager's sole discretion. The policy shall be extended to include any additional insured including but not limited to the Sponsor, other Residential Unit Owners and any Mortgagees. All such insurance must be provided by a carrier that is recognized as a licensed admitted carrier in the State of New York with a rating equal to a Best Rating Guide of AV or better. The Board of Managers reserves the right to alter or increase the coverage required hereunder at any time and from time to time. In addition to the foregoing, Residential Unit Owners are instructed to carry coverage for loss of rents, water damage, sewer and drain back up and such other coverage for their contents as they may determine to be in their best interests. The Board of Managers shall have the right to require that a Residential Unit Owner provide evidence to the Board of Managers of the insurance required herein as requested by the Board of Managers.

ARTICLE VIII. RULES AND REGULATIONS

Section 1. General.

In addition to the other provisions of these By-Laws, the following ("Rules and Regulations") together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all Unit Owners and occupants thereof.

Section 2. Rules and Regulations Applicable to All Unit Owners.

(a) Uses.

1. All Residential Units shall be used for residential purposes only in accordance with municipal regulations. All rentals other than rentals by the Sponsor must be subject to local zoning ordinances and any City and State requirements.

2. The Commercial Unit(s) may be used for any lawful purpose permitted by applicable zoning of the City of New York.

(b) Unit Owners, members of their families, their employees, tenants, guests, and their pets shall not use or permit the use of the premises in any

manner which would be illegal or disturbing or a nuisance to other Unit Owners, or in such a way as to be injurious to the reputation of the Condominium.

(c) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

(d) Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner, the Unit Owner's permitted lessees and occupants of such Units, their respective family members and guests, employees or such other person for whose conduct the Unit Owner is legally responsible.

(e) Maintenance.

1. Every Unit Owner must perform promptly all maintenance and repair work to their own Unit and any Limited Common Element for the Unit Owner's exclusive use which is their sole responsibility and, which if not done would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which the Unit forms a part, the Unit Owner being expressly responsible for the damages and liabilities that the failure to do so may engender.

2. All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations shall be at the Unit Owner's expense.

3. No alteration, addition or change to any part of the General Common Elements, General Residential Units' Limited Common Elements or any Individual Residential Unit's Limited Common Elements may be made and no structure or other improvement (including landscaping) may be built or placed on any portion of the Common Elements or Individual Residential or Commercial Unit's Limited Common Elements without the written consent of the Board of Managers.

(g) The Common Elements shall not be used for storage purposes except if specifically designated for such purposes.

(h) No Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of their Unit.

(i) Each Unit Owner shall keep their Unit and its appurtenant Individual Residential or Commercial Unit's Limited Common Elements in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

(j) The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors, and stairways of the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Units and the Building. No vehicle belonging to a Unit Owner, to a family member of a Residential Unit Owner, resident or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Building.

(k) No article (including, but not limited to, garbage cans, bottles, or mats) may be placed in any of the passageways, public halls, elevators, vestibules, corridors, or stairways of the Condominium, nor may any fire exit be obstructed in any manner.

(l) Unit Owners, residents, occupants, tenants, agents, servants, licensees, or their guests are not permitted to play in, exercise or use for any unintended purposes, the entrances, passageways, public halls, vestibules, corridors, and stairways of the Condominium.

(m) No public hall of the Condominium is permitted to be decorated or furnished by any Unit Owner in any manner.

(n) The Board of Managers shall not interfere with the business operation of a Commercial Unit unless it affects the General Common Elements, General Residential Units' Limited Common Elements, an Individual Residential Unit's Limited Common Element, the structural integrity of the Building and/or is a violation of any municipal or state code or statute.

Section 3. **House Rules and Regulations for the Residential Units and General Residential Units' Limited Common Elements.**

(a) The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors, and stairways of or appurtenant to the Residential Area of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Residential Units.

(b) No baby carriages, strollers, bicycles, scooters, or similar type of apparatus shall be allowed to be kept, placed, stored, or stand in the public halls, passageways, or other Residential Areas of the Building.

(c) No article (including, but not limited to, garbage cans, bottles, or mats) shall be kept, placed, or stored in any of the public halls, passageways, or on any of the staircases of the Residential Area of the Building, nor shall any fire exit thereof be obstructed in any manner.

(d) Nothing shall be hung or shaken from any doors, windows, balconies, or terraces, or placed upon the exterior windowsills, of the Residential Area of the Building, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris, or other substance there from. The Common Elements, General Residential Units' and Individual Unit's Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(e) No playing or lounging in the elevators, entrances, passageways, public halls, vestibules, corridors, or stairways, of the Residential Area of the Building shall be permitted, except in designated recreational areas, if any, or other areas designated as such in the Declaration of Condominium or by the Board.

(f) The Residential Board Members may, from time to time, curtail or relocate any portion of the General Residential Units' Limited Common Elements that may be devoted to storage, recreation, or service purposes in the Residential Area of the Building.

(g) Nothing shall be done or kept in any Residential Unit or in the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board. No Residential Unit Owner shall permit anything to be done or kept in their Residential Unit or in the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit, 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 Residential Unit Owner or any of the Residential Unit Owner's family members, tenants, agents, servants, employees, licenses, or visitors shall, at any time, bring into or keep in their Residential Unit or Individual Residential Unit's Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Residential Unit or the Individual Residential Unit's Limited Common Elements.

(h) No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from their Residential Unit or the Individual Residential Unit's Limited Common Elements or permit anything to be done therein that will materially interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a Compact Disk Player, IPod, phonograph, radio, television set, or other similar equipment in such Residential Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall

any Residential 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., if the same shall disturb or annoy other occupants of the Building.

(i) No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or approved by the Board of Managers.

(j) No Residential Unit Owner shall install any plantings in the Common Elements or the Individual Residential Limited Common Elements that are for the exclusive use of an individual Residential Unit (other than what was originally provided by the Sponsor) without the prior written approval of the Board of Managers. It shall be the responsibility of the Residential Unit Owner to maintain all plantings in the Residential Units and Individual Residential Unit's Limited Common Elements to prevent any damage to floors, walls or any other part of the Building. Residential Unit Owners shall pay for the cost of any repairs rendered necessary, or damage caused, by such plantings.

(k) In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration of Condominium and the By-Laws and applicable zoning, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

(l) The private balconies, terraces and roof terrace areas designated as Individual Residential Unit's Limited Common Elements, are not permitted to be used for general storage and are not permitted to be enclosed. No barbecuing, other than any barbeque that is part of the initial Residential Unit, is permitted on any private balcony, terrace, or roof terrace area unless barbequing is not in violation of any municipal or fire code and prior written approval is received by the Board of Managers. All drains located on a private balcony, terrace and/or roof terrace area must be kept open at all times. No above ground pools, hot tubs or similar type of equipment are permitted on any private balcony, terrace, or any roof terrace area.

(m) No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers.

(n) 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 of Condominium and/or By-Laws or shall have been approved in writing by the Residential Board Members or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.

(o) All radio, television, cable or other similar equipment of any kind or nature installed or used in each Residential 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 Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

(p) Water-closets, sink, toilets, bathtubs, showers, and other similar 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 the same. Any damage resulting from misuse of any water-closets, sink, toilets, bathtubs, showers, or other similar water apparatus in a Residential Unit shall be repaired and paid for by the owner of such Residential Unit.

(q) Each Residential Unit Owner shall keep their Residential Unit and any Individual Residential Unit's Limited Common Elements that are for the exclusive use of an individual Residential Unit in a good state of preservation, condition, repair, and cleanliness in accordance with the terms of the By-Laws.

(r) The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Residential Unit at any reasonable hour of the day, on at least one day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential 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 Residential Unit for its permitted purposes.

(s) The Board of Managers or the Managing Agent may retain a pass key to each Residential Unit for emergency purposes. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to their Residential Unit at any time when an entry therein is necessary or permissible for the health and safety and/or

emergency purposes of the Condominium and/or residents of the Condominium under these Rules and Regulations or under the Declaration of Condominium and the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers 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 Residential Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

(t) If any key or keys are entrusted by a Residential Unit Owner, by any family member thereof, or by their agent, tenant, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Residential Unit Owner's Unit, automobile or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Board nor the Managing Agent shall (Except as provided in Rule (s) above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(u) No Residential Unit Owner of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

(v) The Board of Managers shall, at the request of a mortgagee of the Residential Unit, report any delinquent Common Charges due from the Owner of such Residential Unit.

(w) Every Residential Unit Owner shall be liable for any and all damage to the Common Elements, no matter how classified, which shall be caused by said Residential Unit Owner, the Residential Unit Owner's permitted lessees and occupants of Residential Units, their respective family members and guests and such other person for whose conduct the Residential Unit Owner is legally responsible.

(x) Residential Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the Managing Agent with respect to services provided and the management of the Building.

(y) Residential Unit Owners will be permitted to keep dogs, cats or other common household pets in their Residential Unit subject to the provisions of this regulation. The foregoing notwithstanding, no breed or mix of dog, including American Pit Bulls, Terrier, or Rottweiler, deemed to be dangerous to the safety of the residents of the Condominium shall be permitted to be kept or harbored in the Condominium or any Residential Unit. In addition, no more than two (2) pets may be kept in a Residential

Unit without the consent of the Board of Managers or the Managing Agent. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium and unless the dog is a qualified therapy support dog or animal under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, and/or the New York City Administrative Code required for a qualified resident, tenant and/or guest pursuant to the requirements in sub-section (z) of this Article VIII, Section 3. No animals may be kept or maintained in a Residential Unit for any Commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Managers. All Residential Unit Owners shall advise the Board of Managers of any household pet intended to be kept in their Residential Unit prior to the household pet residing therein. In addition to the above restrictions, the Board of Managers shall have the right to further adopt additional rules and regulations regarding pets including, but not limited to further limiting the number, size and type of pet including but not limited to the type of breed of such pet permitted to be kept in a Residential Unit. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless carried or on a leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners shall be responsible for (i) picking up and disposing of their pet's waste; (ii) for any damage caused by their pets to any Common Elements of the Condominium; (iii) keeping their pets immunizations up to date; (iv) indemnifying and holding harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (v) abiding by any and all Rules and Regulations applicable to the Residential Units adopted with respect thereto.

(z) Service, therapy or emotional support dogs or animals may be kept or harbored in the Building subject to the following:

(i) <u>General</u>

(1) The Board will presume (EXCEPT WHERE THE SERVICE PROVIDED BY A SERVICE ANIMAL IS READILY APPARENT) that any animal found in the Building is a pet or companion animal and NOT either a service, therapy, or emotional support animal. This presumption shall apply equally to the animals of any guests of a Residential Unit Owner/resident, tenant or lessee.

(2) Service, therapy, or emotional support animals may enter any common areas of the Building but must at

all times be either carried or on a leash. However, a service, therapy, or emotional support animal shall be allowed on passenger elevators only with and under the control of the Residential Unit Owner, resident, tenant or lessee to whom the animal belongs. Any such animal in the temporary custody or control of a person other than the Residential Unit Owner, tenant or lessee who owns the animal, such as a dog walker or guest, shall use the service elevator when it is in operation.

(ii) Conditions for Board Recognition of Service, Therapy and Emotional Support Animals

(1) The Board will recognize the status of service, therapy, or emotional support animals where a Residential Unit Owner, resident, tenant or lessee submits a written request for such acknowledgment and advises the Board as follows:

(a) That the Residential Unit Owner, resident, tenant or lessee suffers from a disability as defined in and/or subject to protection under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, and/or the New York City Administrative Code;

(b) That the Residential Unit Owner, resident, tenant or lessee requires a service animal, therapy animal, or emotional support animal to support or assist the physical and/or emotional needs of the Residential Unit Owner, resident, tenant or lessee General Residential Units' Limited common Elements and/or within a Residential Unit of the Building;

AND EXCEPT IN THE CASE OF A SERVICE ANIMAL WHERE THE SERVICE PROVIDED IS READILY APPARENT, OR IN THE CASE OF A SERVICE DOG THAT HAS BEEN ISSUED A TAG BY THE CITY OF NEW YORK INDICATING THAT THE DOG HAS BEEN TRAINED TO PERFORM A TASK TO ASSIST A PERSON WITH A DISABILITY:

(c) That a physician, psychiatrist, psychologist, or clinical social worker attests in writing (to the Board) to the physical or emotional need of the applicant or

Residential Unit Owner, resident, tenant or lessee for a service, therapy, or emotional support animal in the circumstances relative to the Residential Unit Owner's, resident's, tenant's, or lessee's particular disability condition; and

(d) That Residential Unit Owner, resident, tenant, or lessee has given written consent to the physician, psychiatrist, psychologist, or clinical social worker to speak with the Board's attorneys to verify the manner in which the service, therapy, or emotional support animal will support the physical and/or emotional needs of the Residential Unit Owner, resident, tenant or lessee.

(iii) Additional Provisions

(1) Prior to occupancy in the Building of any service, therapy, or emotional support dog, the Residential Unit Owner, resident, tenant, or lessee shall submit to the Board: (a) proof that any such dog is duly licensed by the City of New York; and (b) proof that the dog has received such vaccinations as are required by law to be administered to the dog. Proof of vaccinations shall also be submitted respecting any other service, therapy, or emotional support animal for which vaccinations are required by law.

(2) The Residential Unit Owner, resident, tenant or lessee shall also furnish the Board with two (2) photographs of all such animals living in the subject apartment. Such photographs shall be taken the later of within seven (7) days after the Residential Unit Owner's, resident's, tenant's, or lessee's acquisition of the animal, or Residential Unit Owner, resident, tenant or lessee moving into the Residential Unit. One such photograph shall be of the animal's face and the other photograph shall be of the animal's full body as seen from the side. Together with the photographs, the Residential Unit Owner, resident, tenant, lessee shall give to the Board a statement setting forth the animal's species, approximate age, weight, breed, if any, and colors.

(3) The Board reserves the right to revoke approval for and/or to remove any service, therapy, or emotional

support animal that behaves habitually in such a manner as to constitute a nuisance; including such behavior as, but not limited to, repeatedly causing damage to or soiling the common areas of the Building, repeated loud and excessive barking or whining disturbing to other residents of the Building, repeated disobedience of and/or lack of control by its owner or handler, or any behavior that poses a danger to the health or safety of any person in the Building. Any animal deemed a nuisance shall be subject to removal from the Building upon 30-days written notice, unless the owner or handler corrects the animal's behavior within such time, but upon 24-hour written notice if the animal poses an immediate danger to health or safety. The Board also reserves the right to revoke the service/emotional support/or therapy status of the animal whenever it is made known, or becomes evident, to the Board of Directors that the Residential Unit Owner, resident, tenant, or lessee no longer suffers from a disability for which a service, therapy, or emotional support animal is required.

(aa) All Residential Unit Owners shall keep their thermostats at a minimum of 60 degrees Fahrenheit to prevent freezing of pipes. Any Residential Unit Owner failing to adhere to this requirement shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Unit.

(bb) No window guards or window decorations (other than curtains and window treatments which conform to the By-Laws) are permitted to be used in or about any Residential Unit, unless otherwise required by law, except such as will have been approved in writing by the Board of Managers. The Board of Managers shall have the right to designate or approve a contractor to do any of such work at the Residential Unit Owners' sole expense. In no event, however, shall any exterior glass surface of any windows of a Residential Unit be colored or painted. In the event window guards are required in a Residential Unit, the cost of installing the window guards shall be the sole responsibility of the Residential Unit Owner.

(cc) All Residential Unit Owners must notify the Board of Managers or the Managing Agent (if any) in writing when a Child or Children under the age of eleven (11) years lives or resides (even temporarily) in the Residential Unit. Each Residential Unit Owner shall install, at the Residential Unit Owner's expense, any required Window Guards in all windows of the Residential Unit and shall not remove them until permitted by applicable

law and in any event, without the full knowledge of the Board of Managers or Managing Agent (if any).

(dd) Corridor doors are required to be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

(ee) The portion of all window treatments facing the exterior of the Building are required to be white in color.

(ff) No group tour or exhibition of any Residential Unit or its contents may be conducted, nor will any auction sale or other sale of contents be permitted to be held in any Residential Unit, without the prior consent of the Board of Managers.

(gg) The following rules and regulations shall be applicable to the Residential elevator(s) (hereinafter "Residential Elevators") in the Building:

i. The Residential Elevators shall be used exclusively by the Residential Unit Owners, all occupants of the Residential Unit, all tenants, licensees and guests of the Residential Unit and all permitted individuals and service personnel permitted by the Residential Unit Owner.

ii. The Residential Elevators of the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Residential Units or halls and floors of the Condominium or for service as provided in (vi) below.

iii. No article (including, but not limited to, garbage cans, bottles or mats) may be placed in the Residential Elevators.

iv. Residential Unit Owners, residents, guests, tenants, clients, employees, licensee, or occupants are not permitted to play in or exercise in the Residential Elevators of the Condominium.

v. The Residential Elevators or Residential Elevator cabs are not permitted to be decorated or furnished by any Residential Unit Owner in any manner.

vi. All vendors, contractors, sub-contractors and other personal transporting of any equipment, appliances, furniture, plants, or other fixtures to a Residential Unit must utilize the Residential Elevators designated for service at times designated for such purpose by the Board of Managers. All Residential Unit Owners, tenants or other residents of the Building moving in or out or transporting any equipment, appliances, furniture or plants or other fixtures must utilize the Residential Elevators at times designated for such purpose by the Board of Managers. The Board of Managers may charge a move in and/or move out fee.

vii. Repairs and maintenance of the Residential Elevators will be a Residential Common Expense of the Condominium.

viii. The Board of Managers shall be authorized to adopt additional rules and regulations regarding the Residential Elevators for use as a service elevator including hours of operation, a move in and move out fee and such other rules and regulations to insure the efficient operation of the Residential Elevators.

(hh) No structural additions, alterations or improvements to a Storage Space will be permitted.

(ii) Storage Spaces may only be utilized by the Residential Unit Owner and occupants of the Residential Unit, including tenants of the Residential Unit who is a Licensee of the Storage Space is designated except as otherwise provided in Article XII of the By-Laws.

(jj) Storage Spaces are to be used for storage of general household items. Licensees of a Storage Space, their occupants and tenants will not be permitted to store any combustible material or other items in a Storage Space that may be illegal or cause the Condominium insurance to be increased or, which is not in compliance with the building code of the City of New York.

(kk) Any consent or approval given under these Rules and Regulations applicable to the Residential Units may be amended, modified, added to, or repealed at any time by resolution of the Residential Members of the Board. Any such consent or approval may, in the discretion of the Residential Members of the Board or the Managing Agent, be conditional in nature.

(ll) Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to any Managing Agent.

(mm) **Unless expressly authorized by the Residential Board Members in each instance, 80% of the floor area, except in the kitchen, pantry, closets and bathrooms of each Residential Unit shall be covered with sufficient insulated floor coverings so as to insulate against the transmission of sound from one Residential Unit to another Residential Unit in the Building. In the event a Residential Unit Owner uses wall to wall carpeting, the tacking strip shall be glued and not nailed to the floor. Any wall-to-wall carpeting shall only be installed with water soluble glue adhesive or no adhesive and not with any other products likely to damage the underlying flooring in any way. Residential Unit Owners shall be responsible for any damage to the flooring caused by any carpet installation.**

(nn) The private terraces, balconies and/or roof terrace areas designated as Individual Residential Unit's Limited Common Elements are not permitted to be used for general storage, are not permitted to be enclosed and are not permitted to be used for any type of bedrooms or for sleeping or similar use.

(oo) No television or radio receiving device or any other type of receiving or transmitting device shall be erected on the exterior or roof of the Building or on any Individual Residential Unit's Limited Common Element without the prior written consent of the Board of Managers. The Board of Managers may adopt such rules and regulations pertaining to satellite dishes so as to comply with current Federal Communications Commission rules.

(pp) Any Residential Unit Owner who mortgages or sells or leases their Unit shall immediately notify the Board of Managers, providing the name and address of the new mortgagee, new Residential Unit Owner or tenant within thirty (30) days of the closing of the mortgage, within thirty (30) days of the execution of the Purchase Agreement of the sale of the Residential Unit for the new Purchaser or thirty (30) days prior to any tenant occupying the Residential Unit, whichever is applicable and subject to the Board of Managers' Right of First Refusal as provided for in Article XI of these By-Laws.

(qq) Except as permitted under the Declaration of Condominium and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sub-lessees, or licensees are not permitted at any time or for any reason whatsoever to enter upon or attempt to enter upon the roofs of the Building except for the portion of the roof used for passive recreational use by the Residential Unit Owners. The Board of Managers shall have the right to adopt rules and regulations regarding the use and times of operation of the portion of the roof used for passive recreational use by the Residential Unit Owners including requiring a deposit for any damage caused to said area and charging a fee for said use. No barbequing is permitted on the portion of the roof used for passive recreational use by the Residential Unit Owners unless barbequing is not in violation of any municipal or fire code and prior written approval is received by the Board of Managers.

(rr) The Bicycle Storage Space Area located on the cellar level may only be utilized by the Residential Unit Owners and occupants of the Residential Unit, including tenants of the Residential Unit for storage of bicycles. The Board of Managers may adopt rules and regulations regarding the use of the Bicycle Storage Space Area.

(ss) No Residential Unit Owner shall make any structural addition, alteration, or improvement (of either a temporary or permanent nature) in or to their

Residential Unit or any Individual Residential Unit's Limited Common Element for its exclusive use, without the prior written approval of the Board of Managers. In addition, no structural addition, alteration or improvement to the private terraces, balconies and/or roof terrace area and/or fencing, railing, landscaping, lighting, appliances, mechanical equipment and/or irrigation system that may be located thereon, which are an Individual Residential Unit Owner's Limited Common Element shall be permitted unless required as part of the general maintenance, repair or replacement of the private terraces, balconies and/or roof terrace area and/or fence, railing, landscaping, lighting, appliances, mechanical equipment and/or irrigation system located thereon. The Board of Managers shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration, or improvement in such Residential Unit Owner's Residential Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Residential Unit Owner shall make any structural addition, alteration or improvement in or to any Residential Unit or any Individual Residential Unit's Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board of Managers with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board of Managers , setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board of Managers , its Members and Officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the Building Department or any other agency of the City of New York or any other governmental or administrative agency and evidence that all work shall be performed by licensed and insured contractors. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Residential Unit Owner shall pay the charges of such architect or engineer. The Residential Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions, or improvements.

Any application to the Building Department or any other agency of the City of New York or any other governmental or administrative authority for a permit to make a structural addition, alteration or improvement in or to

any Residential Unit or Individual Residential Unit's Limited Common Element for its exclusive use shall be completed by the Residential Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or material men on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising thereof.

These provisions shall not apply to Units owned by the Sponsor or its designee until such Units shall have been initially conveyed by the Sponsor or such designee.

The Board of Managers shall have the right to designate or approve a contractor to do any such work at the Residential Unit Owners' sole expense.

The Board of Managers of the Condominium shall not use the above provisions in any way that would violate any rights a Residential Unit Owner may have pursuant to the Federal Fair Housing Act or New York State Human Rights Law.

(tt) No Residential Unit Owner shall make any changes, additions, or alterations to a Residential Unit and/or Individual Residential Unit's Limited Common Elements prior to the issuance of a Permanent Certificate of Occupancy for the Building and/or Residential Unit that will prevent or delay the issuance of a Permanent Certificate of Occupancy or Temporary Certificate of Occupancy. No Residential Unit Owner shall make any changes, additions, or alterations to a Residential Unit and/or Individual Residential Unit's Limited Common Elements that will prevent the renewal or extension of a Temporary Certificate of Occupancy and/or a Permanent Certificate of Occupancy for the Residential Unit or Building. Any Residential Unit Owner making such change, addition and/or alteration shall be solely liable and responsible and shall pay all costs and expenses required to replace and/or repair the Residential Unit and/or Individual Residential Unit's Limited Common Element as may be required by the Department of Buildings of the City of New York or any other City, State or Municipal agency so that the Residential Unit and/or Building shall obtain a renewal or extension of a Temporary Certificate of Occupancy and/or the issuance of a Permanent Certificate of Occupancy. In the event the Residential Unit Owner fails to replace and/or repair the Residential Unit so as to obtain an extension or renewal of a Temporary Certificate of Occupancy and/or issuance of a Permanent Certificate of Occupancy, the Board of Managers of the Condominium shall have the right to enter into and upon the Residential Unit and/or Individual Residential Unit's Limited Common Elements upon reasonable notice and make all necessary changes required to obtain an extension

or renewal of a Temporary Certificate of Occupancy or the issuance of a Permanent Certificate of Occupancy. All costs and expenses, including reasonable legal fees, incurred by the Condominium shall be charged to the Residential Unit Owner as an additional Common Charge to the Residential Unit Owner.

(uu) The Board of Managers shall have the right to promulgate rules and regulations regarding the moving in and/or moving out of the Building by a Residential Unit Owner including the right to charge a move in and/or move out fee to said Residential Unit Owner.

(vv) The Board of Managers shall have the right to promulgate rules and regulations regarding the Recreational Facilities unless they are then subject to a separate agreement with a provider for any of the applicable recreational facilities as well as for any other common facility being utilized by all Residential Unit Owners, including requiring a deposit for any damage caused thereto and charging a fee for said use.

Section 4. **Rules and Regulations for the Commercial Units and Limited Common Elements.**

(a) The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building for the exclusive use of a Commercial Unit shall not be obstructed or used for any purpose other than ingress to and egress from the Commercial Unit. No vehicle belonging to a Commercial Unit Owner or to a guest, tenant, subtenant, licensee, invitee, employee, agent, customer, or client of a Commercial Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Building.

(b) No article (including, but not limited to, garbage cans, bottles, or mats) shall be placed or stored in any of the halls or on any of the staircases of the Condominium servicing a Commercial Unit, nor shall any fire exit thereof be obstructed in any manner.

(c) Nothing shall be hung or shaken from any doors, windows, or placed upon the exterior windowsills, of a Commercial Unit, and a Commercial Unit Owner shall not sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance there from.

(d) Nothing shall be done or kept in any Commercial Unit or a Commercial Unit's Limited Common Element for the exclusive use of an individual Commercial Unit that is not used in conjunction with the operation of the Commercial Unit's business or practice that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board of Managers. No Commercial Unit Owner shall permit anything to be done or kept in their Commercial Unit or a

Commercial Limited Common Element for the exclusive use of an individual Commercial Unit 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 Commercial Unit Owner or any of its tenants, agents, servants, employees, licenses, visitors, clients, patients or customers shall, at any time, bring into or keep in their Commercial Unit or a Commercial Unit's Limited Common Element for the exclusive use of an individual Commercial Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Commercial Unit or a Limited Common Element for the exclusive use of an individual Commercial Unit.

(e) All construction, repair work, or other installation involving noise shall be conducted in any Commercial Unit only on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or approved by the Board of Managers.

(f) No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in a Commercial Unit, except as shall be necessary and appropriate for the permitted uses of such Commercial Unit or a Limited Common Element for the exclusive use of an individual Commercial Unit.

(g) No patients, clients, or other invitees of a Commercial Unit Owner or its tenant shall be permitted to wait in any lobby, public hallway, or vestibule used for the Residential Area of the Building.

(h) All radio, television, or other electrical equipment of any kind or nature installed or used in a Commercial Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Managers Fire Underwriters and the public authorities having jurisdiction, and the Commercial Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

(i) Water-closets, sinks, toilets, bathtubs, showers, and other similar water apparatus in a Commercial Unit 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 the same. Any damage resulting from misuse of any water-closets, sinks, toilets, bathtubs, showers, or other similar water apparatus in a Commercial Unit shall be repaired and paid for by the owner of such Commercial Unit.

(j) Each Commercial Unit Owner shall keep their Commercial Unit and the Commercial Unit's Limited Common Elements designated to a Commercial Unit for the Commercial Unit's exclusive use in a good state of preservation, condition, repair, and cleanliness in accordance with the terms of the By-Laws.

(k) All Commercial Unit Owners shall keep their thermostats at a minimum of 60 degrees Fahrenheit to prevent freezing of pipes. Any Commercial Unit Owner failing to adhere to this requirement shall be responsible for any damage done to the Common Elements of the condominium and/or any other Unit.

(l) The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room in a Commercial Unit at any reasonable hour of the day, on at least one day's prior notice to the Commercial Unit Owner, for the purpose of inspecting such Commercial 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 Commercial Unit for its permitted purposes.

(m) Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to the Managing Agent.

(n) Each Commercial Unit Owner and/or their tenants shall have an easement to erect, maintain and replace one (1) or more signs on the property permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Building.

(o) Each Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board of Managers, to sell or lease the Commercial Unit without interference by the Board of Managers. All sale or rental proceeds shall belong solely to the applicable Commercial Unit Owner.

(p) A Commercial Unit Owner shall be permitted to make a structural addition, alteration, or improvement (of either a temporary or permanent nature) in or to a Commercial Unit, or any Limited Common Element for its exclusive use, without the prior written approval of the Board of Managers. However, a Commercial Unit Owner must notify the Board of Managers at least forty-five (45) days prior to any such structural addition, alteration or improvement and no Commercial Unit Owner shall make any structural addition, alteration or improvement in or to the Commercial Unit or any Limited Common Element for its exclusive use without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board of Managers with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board

of Managers an agreement, in form and substance reasonably satisfactory to the Board of Managers , setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board of Managers, its Members and Officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work, (4) obtaining all approvals, as necessary, from the City of New York or any other governmental agency, (5) evidence that all work performed shall be performed by licensed and insured contractors, and (6) all costs associated with the above shall be at the sole expense of the Commercial Unit Owner. A Commercial Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to any department of the City of New York or any other governmental authority for a permit to make a structural addition, alteration or improvement in or to any Commercial Unit or Limited Common Element for its exclusive use shall be completed by the Commercial Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or material men on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

At the request of a Commercial Unit Owner, the Board of Managers will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair of the Commercial Unit or the operation thereof. The respective Commercial Unit Owner shall indemnify and hold the Board and the Unit Owners harmless from any liability resulting therefrom.

These Rules and Regulations applicable to the Commercial Units may not be amended, modified, added to, or repealed without the written consent of the Member of the Board of Managers representing the Commercial Units.

Section 5. Smoking Policy.

The Smoke-Free Air Act New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-

505. Effective as of August 28, 2018, Local Law 147 of the City of New York became effective. Local Law 147 amends the Administrative Code of the City of New York ("NYC Administrative Code") to require that all class A multiple dwellings (i.e., buildings with 3 or more residential dwelling units) adopt a written smoking policy (the "Smoking Policy"). Pursuant to the requirements of Local Law 147 of the City of New York the following constitutes the Smoking Policy applicable to the Condominium and to all Unit Owners, residents, tenants, guests, licensees, employees and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium:

(a) Definitions:

(i) Smoking: Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designated for people to use to inhale smoke.

(ii) Electronic Cigarette (E-Cigarette): A battery-operated device that heats a liquid, gel, herb or other substance and produces a vapor for people to inhale.

(b) Policy:

(i) All types of Smoking and use of Electronic Cigarettes as defined above are prohibited from all general common areas of the Condominium, including but not limited to any lobby, hallway, stairwell, mailroom, fitness room or other recreational facility, meeting room, laundry room, storage area, mechanical room, equipment room, cellar, basement, elevator, garage, rooftop, play areas, parking areas, shared balconies, shared courtyards, shared patios, shared porches, shared yards and/or any outdoor common area within 15 feet of entrances, exits, windows, and air intake units on property grounds.

(ii) All types of Smoking and use of Electronic Cigarettes are prohibited from the roof, balconies, terraces or any space designated as a General Residential Units' Limited Common Element, Individual Residential Unit's Limited Common Element and Commercial Unit's Limited Common Element appurtenant to the Unit or Units.

(iii) All legal Smoking and use of Electronic Cigarettes is permitted within the interior area of a Residential Unit and Commercial Unit.

(iv) The Smoking Policy shall be applicable to all Unit Owners, residents, tenants, guests, congregants, licensees, employees and all persons that may be in or on any portion of the Condominium.

(v) Any Unit Owner who leases their Unit shall incorporate the provisions of the Smoking Policy into the lease with the Residential Unit Owner's tenant.

(c) Complaints:

Complaints about smoke drifting into a Unit or common area should be made promptly to the Managing Agent. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

(d) Arbitration:

Disputes regarding the Smoking Policy shall be submitted for arbitration pursuant to the provisions of Article XIII of the By-Laws of the Condominium.

The Smoking Policy shall be applicable to all Unit Owners, residents, tenants, guests, congregants, licensees, employees, and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium. Pursuant to the requirements of Local Law 147 all tenants in the Building are required to receive a copy of the Building's Smoking Policy and the Smoking Policy must be incorporated into all leases or interim leases. The provisions of Local Law 147 of the City of New York shall take precedent in the event of any conflict with the Smoking Policy contained herein.

Section 6. Violations of Rules and Regulations.

(a) Upon receipt, by the President of the Board of Managers or by the Managing Agent, of a signed written complaint alleging violation of any of the Rules and Regulations or other provisions of the By-Laws or the Declaration of Condominium as herein established or hereafter established or adopted by the Board of Managers, the Board of Managers shall make a determination as to the validity of the complaint.

(b) If, it is determined that the complaint is valid and justified the Managing Agent, if any, or the Board of Managers if no Managing Agent, shall be directed to send written notice to the Unit Owner levying a reasonable fine as determined by the Board of Managers upon the Unit Owner and instructing the Unit Owner to stop, curtail, correct or eliminate the violation, if applicable, within a period of five (5) days from the date of receipt of such notice. Such fine is to be considered as an additional Common Charge obligation to the account of the Unit Owner and shall be treated as such regarding late penalties and a lien upon the Property as elsewhere provided for in the Declaration of Condominium or By-Laws. If the violation is not stopped, curtailed, corrected, or eliminated, the Board

of Managers may assess additional fines in an amount determined by the Board of Managers and may continue to levy additional fines in a reasonable amount determined by the Board of Managers every thirty (30) days thereafter. The initial fine and any additional fines shall be cumulative. If the violation results in loss of or damage to property classified as a Common Element, the Board of Managers shall itself or direct a Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the Unit Owner as an additional Common Charge.

(c) In addition to the right to issue fines for violations of the Rules and Regulations as provided above the Board of Managers shall be entitled to any other remedies that may be available to the Board of Managers to enforce the Declaration of Condominium, the By-Laws and/or the Rules and Regulations of the Condominium.

Section 7. Costs.

Any costs incurred by the Board of Managers to remedy or cure any violation of the Rules and Regulations, By-Laws or Declaration of Condominium as herein or hereafter established, shall be an additional Common Charge charged to the violator in addition to the fine(s) levied upon the Unit Owner as described in Article VIII, Section 6 of the By-Laws. In the event a Unit Owner's tenant violates the provisions of any Rule and Regulation or any other provision of the By-Laws, fines may be levied against a Unit Owner's tenant, and the Unit Owner shall be jointly and severally liable with the Unit Owner's tenant for the payment of same. All leases for a Residential Unit are required to contain a provision giving the Board of Managers authority to assess fines against a tenant of a Residential Unit Owner for any violation of a Rule or Regulation adopted by the Board of Managers.

In the event the Board of Managers institutes legal action for the collection of any fines for the enforcement of any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit.

Section 8. Board of Managers Right to Change Rules and Regulations.

Except as may be otherwise provided in this Article VIII, the Board of Managers shall have the following rights:

(a) The Board of Managers reserves the right to amend, rescind, repeal, alter, waive, modify or add, as to one or more Unit Owners, occupants, lessees, guests and any other person residing in the Building, any Rule or Regulation at any time prescribed for the Condominium when, in the reasonable judgment of the Board of Managers, the Board of Managers deems it necessary or desirable for the reputation, safety, character,

security, care, appearance or interests of the Condominium or the preservation of good order therein, or for the operation or maintenance of the Condominium or the equipment thereof, or the comfort of the Unit Owners, occupants or others in the Condominium. No amendment, rescission, repeal, alteration, waiver, modification or addition of any Rule or Regulation in respect of one Unit Owner, occupant lessee, guest or other person residing in the Building will operate as an amendment, rescission, alteration, modification, addition, or waiver in respect of any other Unit Owner. Any repeal, rescission, alteration, waiver, rescinded, waived or addition to the Rules and Regulations that is solely applicable to the Commercial Unit requires the written approval of the one (1) Commercial Board Member. Any rescission, alteration, waiver or addition to the Rules and Regulations that are solely applicable to the Residential Unit requires the written approval of a majority of the Residential Board Members.

(b) Any consent or approval given under these Rules and Regulations may be amended, rescinded, waived, modified, added to, or repealed at any time by resolution of the Board of Managers. Further, any such consent or approval may, at the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

Section 9. Sponsor.

The above provisions shall not apply to the Sponsor unless required: (a) to comply with applicable laws or regulations, or (b) to remedy any notice of violation.

Section 10. Complaints

Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to the Managing Agent.

ARTICLE IX. DEFAULT

In the event a Unit Owner does not pay any Common Charges, Special Assessments, fines, late fees or any other sums, charges or assessments required to be paid when due, as determined by the Board of Managers, the Board of Managers, acting on behalf of the Condominium shall notify the Unit Owner and the mortgagee, if any, of such Unit and may place a lien on such Unit pursuant to the provisions of Section 339-z of the Real Property Law of the State of New York.

In the event a Unit Owner does not remit payment of their Common Charges, Special Assessments, or any other sums, charges or assessments required to be paid when due the Unit Owner shall be required to pay all late fees and other fees as provided for in the Declaration and By-Laws.

The Board of Managers may take action to foreclose any lien for past due Common Charges in accordance with Section 339-aa of the Real Property Law or otherwise. During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to judgment of foreclosure and sale and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same.

The Board of Managers (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges Special Assessments, fines, late fees or any other sums, charges or assessments determined by the Board of Managers at the option of the Board of Managers, without foreclosing or waiving the lien securing such or other sums, charges or assessments determined by the Board of Managers at the option of the Board of Managers. In such an event the Unit Owner shall be liable for the reasonable costs and reasonable attorney's fee incurred by it, incident to the collection of the delinquent Common Charges.

Notwithstanding anything contained herein regarding the Common Charges, Special Assessments, fines and late fees, any foreclosure by a holder of an Institutional Mortgage shall be subject to the provisions of Article VI, Section 2 of these By-Laws.

ARTICLE X. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by not less than sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration of Condominium. In addition, the following shall apply to amendments to the By-Laws:

(a) No amendment shall be passed which will affect or impair the validity of the Unit Owners' interest in a Unit.

(b) No amendment, modification, addition or deletion of, to or from the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its designee, assignee or successor or any Unsold Unit, as long as the Sponsor, its designee, assignee or successor owns an Unsold Unit in the Condominium unless Sponsor, its designee, assignee or successor has given its prior written consent thereto. This provision is not subject to amendment.

(c) The Board of Managers shall have the right to amend these By-Laws without the consent of the Unit Owners (i) to make corrections to the By-

Laws that are patent errors, inconsistencies, scrivener's errors and technical errors, (ii) to comply with any Federal, State or local law and/or regulation, (iii) to comply with any provisions of the City of New York or other municipal, state or federal agency applicable thereto, and (iv) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, (v) comply with any and all changes necessitated by the Easement Volume Agreement. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers to amend these By-Laws for said purposes. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Sponsor, its successors, assigns and purchasers of undeveloped or unsold Units to amend these By-Laws for said purposes.

(d) No amendment to the By-Laws shall be passed which shall impair or prejudice the validity, interest, rights, and priorities of a mortgagee.

(e) Notwithstanding any provision contained herein to the contrary an Amendment in the By-Laws which solely affects the Residential Units or the General Residential Units' Limited Common Elements may only be adopted by a vote of at least sixty-six and two-thirds (66⅔%) percent in number and Residential Units Residential Interest as reflected in Schedule B of the Declaration of Condominium of the Residential Unit Owners.

(f) Notwithstanding any provision contained herein to the contrary an Amendment in the By-Laws which solely affects the Commercial Units may only be adopted by a vote of at least sixty-six and two-thirds (66⅔%) percent in number and common interest of only the Commercial Unit Owners. Notwithstanding, as long as the Sponsor, its successor, assignee or designee retains at least one (1) Commercial Unit, no amendment to the By-Laws which solely affects the Commercial Units may be adopted without the written consent of Sponsor, its successor, assignee or designee.

(g) The Sponsor shall have the right to amend the By-Laws without the consent of the Unit Owners or the Board of Managers to (i) make corrections that are patent errors, inconsistencies, scrivener's errors or technical errors, to conform to other documents, or (ii) to make changes or revisions to comply with the requests, guidelines and/or requirements

of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (iii) to reduce the Sponsor Residential or Commercial Board Control Period of the Board of Managers, or (iv) to comply with any federal, state or local law or regulation that may affect the Condominium or (v) comply with any and all changes necessitated by the Easement Volume Agreement. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Sponsor, its successors, assigns and purchasers of undeveloped or unsold Units to amend these By-Laws for said purposes.

(h) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the General or Individual Residential or Commercial Unit's Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Units contained in Article XI of these By-Laws; imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit Owner's Unit; a decision by the Condominium to establish self-management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or in the event condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to these By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

(i) No amendment to the By-Laws that affects the provisions of the Easement Volume Agreement shall be passed without the written consent of the Authority.

ARTICLE XI. SELLING, MORTGAGING AND LEASING UNIT

Section 1. Selling and Leasing Residential Units.

Any Residential Unit may be conveyed subject to local zoning ordinances, by its Residential Unit Owner free of any restrictions except that no Residential Unit Owner shall convey, mortgage, pledge, hypothecate or sell their Residential Unit unless and until all unpaid Common Charges, Special Assessments and any other fees or charges owed the Condominium that have been assessed against the Residential Unit Owner's Residential Unit shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of a Residential Unit. In addition, all sales of a Residential Unit are subject to the Right of First Refusal of the Board of Managers as provided for in Section 2 hereof.

Any Unit Owner may convey the Unit Owner's Unit and Percentage of Common Interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board of Managers or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit.

Any Residential Unit may be leased subject to the leasing requirements contained in Section 7 of this Article XI and subject to the Board of Managers' Right of First Refusal as provided in Section 2 of this Article XI. In addition, any Residential Unit Owner who wishes to enter into a lease for the Residential Unit Owner's Residential Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease at least thirty (30) days prior to its execution. All Residential Unit Owners who wish to enter into a new lease for the Residential Unit Owner's Residential Unit shall be required to submit all documentation required by the Board of Managers as set forth in Section 7 below to the Managing Agent or the Board of Managers in the absence of a Managing Agent. All leases must comply with all the requirements contained in Section 7 below. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium.

The provisions of this section shall not apply to the acquisition or sale of a Residential Unit by a mortgagee who shall acquire title to such Residential Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagees.

Any Commercial Unit may be conveyed or leased subject to local zoning ordinances, by its Commercial Unit Owner free of any restrictions except that no Commercial Unit Owner shall convey, mortgage, pledge, hypothecate or sell their Commercial Unit unless and until all unpaid Common Charges, Special Assessments and any other fees or charges owed the Condominium that have been assessed against the Commercial Unit shall have been paid to the Board of Managers of the

Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of the Commercial Unit. The sale or lease of a Commercial Unit is not subject to the Right of First Refusal of the Board of Managers as provided for in Section 2 hereof.

Whenever the term "Unit" is referred to in this section, it shall include the Unit, the Unit Owner's undivided Percentage of Common Interest in the Common Elements and the Unit Owners' interest in any Residential Units acquired by the Board of Managers.

Any sale or lease of any Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 2. Right of First Refusal/Residential Units.

No Residential Unit Owner other than Sponsor, its successors, assigns and/or designees, may sell or lease their Residential Unit except by complying with the following provisions:

Any Residential Unit Owner who receives a bona fide offer to (a) purchase the Residential Unit Owner's Residential Unit together with (i) the undivided interest in the Common Elements appurtenant thereto, and (ii) the interest of such Residential Unit Owner in any Residential Unit theretofore acquired by the Board of Managers or the Board of Manager's designee on behalf of all Residential Unit Owners, or Residential Unit Owner's interest in the proceeds of sale or lease of such Residential Unit, if any, or (b) lease the Residential Unit Owner's Residential Unit, such an offer to purchase or lease a Residential Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror" and the Residential Unit Owner to whom the Outside Offer is made is called the "Offeree Residential Unit Owner". In the event the Residential Unit Owner intends to accept the Outside Offer, the Residential Unit Owner must give notice by certified or registered mail to the Board of Managers of the receipt of such Outside Offer. Said notice shall state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require. In the event the Outside Residential Unit Owner is also a Licensee of a Storage Space the Outside Offer is required to include the Storage Space and the notice shall indicate the number or other designation of the Storage Space. The giving of such notice to the Board of Managers shall constitute an offer by such Residential Unit Owner to sell the Residential Unit Owner's Residential Unit or Lease the Residential Unit Owner's Residential Unit to the Board of Managers or its designee, corporate or otherwise, on behalf of all other Residential Unit Owners, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Offeree Residential Unit Owner who has received such Outside Offer to the Board of Managers, on behalf of all Residential Unit Owners, that such Residential Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Residential Unit Owner shall submit in writing such further information with respect

thereto as the Board of Managers may reasonably request. Not later than twenty (20) days after the later of the receipt of such notice or such further information as may have been requested by the Board of Managers, the Board of Managers may elect, by sending written notice to such Offeree Residential Unit Owner before the expiration of said twenty (20) day period, by certified or registered mail, return receipt requested, to purchase such Residential Unit or to lease such Residential 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 Residential Unit Owners on the same terms and conditions as contained in the Outside Offer and stated in the notice from the Offeree Residential Unit Owner.

In the event the Board of Managers shall timely elect to purchase any such Residential Unit or to Lease such Residential Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or lease shall be executed at the office of the attorneys for the Condominium, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. If, pursuant to such Outside Offer to purchase such Residential Unit, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Residential Unit Owner's existing mortgage or mortgages, the Board of Managers may purchase the Residential Unit and assume to take title to the Residential Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Residential Unit Owner, if such Residential Unit is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and other documents and/or documentary stamps affixed at the expense of such Residential Unit Owner, who shall also pay all the taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interests, if any, and the Common Charges shall be apportioned between the Offeree Residential Unit Owner and the Board of Managers, or its designee (corporate or otherwise), as of the closing date. In the event such Residential Unit is to be leased, the Offeree Residential Unit Owner shall execute and deliver to the Board of Managers, or to its designee (corporate or otherwise), a lease between the Offeree Residential Unit Owner, as Landlord, and the Board of Managers, or its designee (corporate or otherwise), as Tenant, covering such Residential Unit for the rental and terms contained in such Outside Offer.

In the event the Board of Managers or its designee shall fail to accept such offer within twenty (20) days after receipt of such notice, as aforesaid, or in the event the Board of Managers shall, prior thereto, waive such Right of First Refusal in accordance with Sections 3 and 4 of this Article, the Offeree Residential Unit Owner shall be free to accept the Outside Offer within a sixty (60) day period after (i) notice of refusal is sent or (ii) the expiration of the period in which the Board of Managers or its designee might have accepted such offer, as the case may be. In the event the Offeree Residential Unit Owner shall not, within such sixty (60) day period, accept in writing the Outside Offer, or if the Offeree Residential Unit Owner shall accept the Outside Offer within

such sixty (60) day period, but such sale or lease, as the case may be, shall not be consummated, then should such Offeree Residential Unit Owner thereafter elect to sell such Residential Unit or lease such Residential Unit, as the case may be, the Offeree Residential Unit Owner shall be required to again comply with all the terms and conditions of this Section.

Any deed to an Outside Offeror shall provide that the acceptance thereof by the Outside Offeror shall constitute an assumption of the provisions of the Declaration of Condominium, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

Any lease executed in connection with the acceptance of an Outside Offer to lease a Residential Unit shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended, or assigned without the prior written consent of the Board of Managers; the tenant shall not assign the tenant's interest in such Lease or sublet the demised premises or any part thereof without the prior written consent of the Board of Managers; and the Board of Managers 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 (i) a default by the tenant to perform its obligations under such lease or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

Except as herein above set forth, the form of any such lease executed by the Board of Managers, or an Outside Offeror, shall be the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain such other modifications as shall be approved in writing by the Board of Managers. Any lease executed by the Board of Managers, as tenant, shall provide that the Board of Managers may enter into a sublease of the premises without the consent of the landlord.

Any purported sale or lease of a Residential Unit in violation of this section shall be voidable at the election of the Board of Managers and, if the Board of Managers shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Board of Managers to commence legal proceedings to evict the purported tenant (in the case of an unauthorized leasing) in the name of the said Residential Unit Owner as the purported landlord. Said Residential Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions of Section 2 of this Article XI shall not apply to Sponsor-owned Residential Units, any mortgagee acquiring title to a Residential Unit in a foreclosure, deed-in-lieu of foreclosure, or otherwise through remedies in the applicable mortgages, or to any Commercial Unit. The Sponsor, its successors, assignees, or designees; any mortgagee acquiring title to a Residential Unit in a foreclosure or otherwise and any Commercial Unit Owner shall have the right to freely

sell their Residential or Commercial Unit or to freely lease all or any part thereof without first having to offer the same for sale or lease to the Board of Managers.

Section 3. Release or Waiver by Board of Managers of the Right of First Refusal.

The Right of First Refusal contained in Section 2 of this Article XI may be released or waived by the Board of Managers only in the manner provided in this Section 3 of Article XI. In the event the Board of Managers shall release or waive its Right of First Refusal as to any Residential Unit, such Residential Unit may be sold, conveyed or leased free and clear of the provisions of said Sections 1 and 2 and all other restrictions, except that no Residential Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease the Residential Unit Owner's Residential Unit and any Storage Space where the Residential Unit Owner is a Licensee, unless and until all unpaid Common Charges assessed against the Residential Unit Owner's Residential Unit and any License Fees assessed against the Storage Space, shall have been paid to the Board of Managers and all provisions regarding rentals as provided for in Section 7 of this Article XI are met. However, such unpaid Common Charges can be paid out of the proceeds from the sale of a Residential Unit or by the Purchaser of the Residential Unit. Further, a Residential Unit Owner may convey the Residential Unit Owner's Residential Unit, the Residential Unit Owner's Common Interest appurtenant thereto to the Board of Managers on behalf of all Residential Unit Owners free of any cost to the Board of Managers or the Residential Unit Owners, and upon such conveyance such Residential Unit Owner shall not be liable for any Common Charges thereafter accruing against such Residential Unit. Any sale or lease of any Residential Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 4. Certificate of Termination of Right of First Refusal.

A certificate executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 2 of this Article XI have been met by a Residential Unit Owner or stating that the Right of First Refusal contained therein has been duly released or waived by the Board of Managers, and that as a result thereof the rights of the Board of Managers thereunder shall terminate, shall be conclusive upon the Board of Managers and the Residential Unit Owners in favor of all persons who rely upon such certificate in good faith. The Board of Managers shall furnish, without charge, such certificate upon request to any Residential Unit Owner with respect to whom the provisions of such section have, in fact, terminated.

Section 5. Financing of Purchase of Residential Unit by Board of Managers.

The purchase of a Residential Unit by the Board of Managers or its designee, on behalf of all Residential Unit Owners, may be made from funds deposited in the capital and or expense account of the Condominium. If the funds in such accounts are

insufficient to effectuate any such purchase, the Board of Managers may levy an assessment against each Residential Unit Owner, in proportion to each Residential Unit's Residential Interest, as reflected in Schedule B of the Declaration of Condominium, as a Special Assessment of just the Residential Units, and/or the Board of Managers may in its discretion finance the acquisition of the Residential Unit; provided, however, that no such financing may be secured by an encumbrance, or an hypothecation of any portion of the Property other than the Residential Unit to be purchased. If financed all costs of the financing and any debt service on the financing shall be paid solely by the Residential Unit Owners in proportion to each Residential Unit's Residential Interest, as reflected in Schedule B of the Declaration of Condominium, as a Special Assessment of just the Residential Units.

Section 6. Exceptions.

The provisions of Section 2 of this Article XI shall not apply with respect to any lease, sale or conveyance of a Residential Unit by (a) the Residential Unit Owner thereof to the Residential Unit Owner's spouse, adult children, parents, parents-in-law, adult siblings, or any one or more of them, (b) to any devisee or beneficiary as a result of the death of the Residential Unit Owner, pursuant to a Will or by operation of law, should the Residential Unit Owner die Intestate or (c) the Sponsor, its successor, assignee or its designee, (d) the Board of Managers, or (e) any proper officer conducting the sale of the Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit, or delivering a deed in lieu of such foreclosure; provided, however, that the new Residential Unit Owner shall be bound by, and the Residential Unit Owner's Residential Unit subject to, the provisions of this Article.

Section 7. Leasing Requirements for Residential Units.

In addition to the Right of First Refusal detailed in Section 2 above, every lease on every Residential Unit in the Condominium is subject to the following rules and regulations, regardless of whether stated in the lease:

(a) No later than thirty (30) days prior to execution of a lease, the Residential Unit Owner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease, credit and background check (including criminal background), a minimum of two (2) referrals and any other information that may be requested by the Board of Managers;

(b) the lease must be in writing;

(c) the lease must be for the entire Residential Unit;

(d) the lease must be for a minimum term of twelve (12) months. Renewal terms shall also have a minimum of twelve (12) months.

(e) the form of the lease and any renewal lease must contain a provision that the tenant has thoroughly read and agrees to be subject to the Declaration of Condominium, the By-Laws and Rules and Regulations of the Condominium and agrees to accept the power of attorney of the Condominium to evict the tenant for any violation by the tenant of the Declaration of Condominium, the By-Laws and the Rules and Regulations of the Condominium and agrees to be jointly and severally liable with the Residential Unit Owner for any and all fines and costs levied against the tenant for any violation of the provisions of the Rules and Regulations, By-Laws and/or Declaration of Condominium;

(f) the use of the premises is subject to the Declaration of Condominium, the By-Laws and the Rules and Regulations of the entire Condominium;

(g) within thirty (30) days of occupancy by the tenant or renewal of any lease, the name and telephone number of the tenant, together with a clear and complete copy of the executed lease, must be furnished to the Managing Agent or if no Managing Agent to a Member of the Board of Managers of the Condominium;

(h) the Residential Unit cannot be used as a motel, hotel, Airbnb, youth hostel, bed and breakfast. In connection therewith, no Residential Unit may be used as a youth hostel, Airbnb, bed and breakfast or for other transient purposes. In connection therewith any person who is not a Residential Unit Owner or permanent resident of the Residential Unit in which said permanent resident resides, shall not be given access to any Residential Unit, unless the Residential Unit Owner or permanent resident of the Residential Unit is present on the premises. Only the Residential Unit Owner and permanent resident of the Residential Unit shall reside in the Residential Unit, and guests of the Residential Unit Owner or of the permanent resident may stay overnight only so long as the Residential Unit Owner or permanent resident is also present on the premises. In addition, unless express written permission is given by the Board, (a) no Residential Unit Owner, nor any tenant of a Residential Unit Owner, shall lease or sublet Residential Unit premises, or any part thereof, by offering the premises for short stays to members of the general public, through print or online advertising, private solicitation, or participation in any rental service promoted to the general public as a substitute for hotel lodging, and (b) neither the Residential Unit Owner nor any permanent resident of the Residential Unit shall advertise the Residential Unit in any publication, medium, or format whatsoever (including, but not limited to advertisements placed via the internet) as being available for occupancy by any person other than the Residential Unit Owner or the permanent resident, or any of their family members, agents, servants, employees, licensees or guests;

(i) no Residential Unit Owner, Resident or tenant shall be permitted to place any signs for rent in or on the Residential Unit or the Common Elements of the Condominium;

(j) all leases and tenants are subject to all municipal requirements applicable to rentals, if any;

(k) all leases of a Residential Unit shall contain the following language: "This agreement and the rights and obligations of the parties hereunder are hereby made expressly subject to the right if any, of the Board of Managers of the Condominium with respect to the transaction embodied herein pursuant to the terms of the By-Laws of the Condominium, as the same may have been amended;

(l) the lease must contain the Smoking Policy provisions contained in Article VIII, Section 5 of the By-Laws; and

(m) if any Residential Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration of Condominium or By-Laws, or both, including any Rules and Regulations, the Board of Managers of the Condominium may bring an action in its own name or in the name of the Residential Unit Owner, or both, to have the tenant evicted or to recover damages, or both.

The Board of Managers, in its sole discretion, may add or change any of the criteria in this Section 7 with respect to the requirements of leasing Residential Units.

The Board of Managers reserves the right to deny a prospective tenant of a Residential Unit's application if the Board of Managers determines that the prospective tenant may constitute a threat to the health, safety and/or protection of the Residential Unit Owners or may result in substantial physical damage to the Common Elements of the Condominium without having to exercise the Board of Managers' Right of First Refusal. In the event the Board of Managers of the Condominium, in its sole discretion, determines that the prospective tenant of the Residential Unit does not meet its criteria for tenancy of a Residential Unit as provided herein and in Sections 1 and 7 of Article XI of the By-Laws, the Board of Managers shall issue a denial to the Residential Unit Owner within ten (10) days of such determination. The Residential Unit Owner shall thereafter have the right to procure a second prospective tenant for the Board of Managers' Right of First Refusal, review and approval pursuant to all of the terms of Article XI of the By-Laws.

In order to carry out the provisions of this Article XI and pursuant to the provisions of Article Fifteenth of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful

attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any lessees, tenant(s), subtenants and/or occupant who is not a Residential Unit Owner or family member of the Residential Uni Owner that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

The foregoing restrictions of Sections 1, 2 and 7 of this Article XI shall not apply to Sponsor owned Residential Units or any Commercial Unit Owner, or any mortgagee acquiring title to a Unit in a foreclosure, deed-in-lieu of foreclosure, or otherwise through remedies in the applicable mortgages. The Sponsor, its successors, assignees, or designees; any mortgagee acquiring title to a Unit in a foreclosure or otherwise and a Commercial Unit Owner shall have the right to freely sell their Unit or to freely lease all or any part thereof as long as the lease and use by a tenant is in compliance with the permitted use of the Unit under applicable zoning and occupancy requirements.

Section 8. **Waiver of Partition Rights.**

The Residential Unit Owners waive all of their voting rights concerning partition respecting any Residential Unit acquired by the Board of Managers in accordance with this Article.

Section 9. **Gifts, etc.**

Any Residential Unit Owner may convey or transfer their Residential Unit by gift during the Residential Unit Owner's lifetime or devise their Residential Unit owned by such Residential Unit Owner by will or pass the same by intestacy, without restriction. Any Storage Space subject to a License Agreement may be sold or transferred by the Licensee subject to the terms and conditions of the License Agreement.

Section 10. **Tenant Bound by Declaration of Condominium.**

By becoming a tenant, each tenant agrees to be bound by the Declaration, the By-Laws and the other Rules and Regulations of the Condominium, and recognizes and accepts the right and the power of the Condominium to evict the tenant for any

violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations as they may be amended, rescinded, repealed, altered, waived, modified or added to by the Board of Managers of the Condominium and agrees to be jointly and severally liable with the Residential Unit Owner for any and all fines and costs levied against the tenant for any violation of the provisions of the Rules and Regulations as they may be amended, rescinded, repealed, altered, waived, modified or added to by the Board of Managers, By-Laws and/or Declaration of Condominium.

Section 11. Lenders.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (c), (f), (g), (h), (i), (j), (l) and (m) of Section 7 of this Article XI shall apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent purchaser from the first mortgage lender is subject to all the terms of this Article XI. In addition, the provisions of Article Thirteenth of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of the Residential Unit by the mortgagee.

Section 12. Sponsor.

The foregoing restrictions of Sections 1, 2 and 7 of this Article XI shall not apply to Sponsor owned Residential Units. The Sponsor, its successors, assignees, or designees shall have the right to freely sell their Unit or to freely lease all or any part thereof without any interference or any restrictions by the Board of Managers as long as the lease and use by a tenant is in compliance with the permitted use of the Unit under applicable zoning and occupancy requirements.

Section 13. Section 339-kk of the Real Property Law.

Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying Residential Unit Owner who rents any Residential Unit in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Residential Unit within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the condominium association. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant to this provision of the By-Laws. This provision does not apply to any Commercial Unit Owner who rents their Commercial Unit.

ARTICLE XII. STORAGE SPACES

Section 1. General

Storage Spaces will be subject to a License Agreement between a Residential Unit Owner as the Licensee and the Board of Managers as the Licensor. The Board of Mangers shall be required to keep a list of all Storage Spaces and the Residential Units that are subject to a License Agreement. All Residential Unit Owners subject to this Declaration shall be required to advise the Board of Managers of the Condominium of any assignment of any Storage Space pursuant to a License Agreement within ten (10) days of such assignment or rental.

Section 2. Use

Storage Spaces may only be utilized for storage of normal household items and pursuant to the provisions of the Declaration of Condominium and By-Laws of the Condominium and any Rules and Regulations regarding the Storage Spaces.

Section 3. Repair and Maintenance

All structural repairs of the Storage Spaces and all maintenance and repairs of the Storage Space Area shall be the responsibility of the Condominium as a Common Expense, subject to the provisions of this Section 3. All general maintenance and repairs of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space. Storage Spaces are to be used for storage of general household items only. Each Residential Unit Owner who has entered into a License Agreement for a Storage Space will be required to pay a monthly License Fee to the Condominium to cover the costs associated solely with services applicable to the Storage Spaces and Storage Space Area as determined by the Board of Managers. The Board of Managers shall have the right to increase or decrease said amount as required by the costs of said services. Any increase or decrease in the monthly License Fee payable by a Licensee of a Storage Space shall be limited solely to expenses associated with the Storage Spaces and Storage Space Area and shall be calculated based upon the pro rata square footage of an individual Storage Space and the overall square footage of all the Storage Spaces as reflected in Schedule A-1 of the Offering Plan. As long as the Sponsor retains at least one (1) Storage Space in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent increase the License Fees applicable to the Storage Spaces more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in costs associated solely for the Storage Spaces and/or Storage Area evidencing the need for an increase greater than ten (10%) percent. Said License Fees associated with the Storage Spaces and Storage Space Area shall be in addition to the Common Charges and any Special Assessments charged to any Residential Unit Owner. Any dispute regarding the allocation or amount of the License Fees shall be decided by Arbitration pursuant to the terms of Article XIII of the By-Laws of the Condominium. The Board of Managers shall have the same rights of collection and enforcement of the License Fees as they

have for Common Charges and Special Assessments as provided for in this Article Twentieth or elsewhere in the Declaration or By-Laws.

Section 4. License Agreement

The Sponsor shall be authorized to execute all initial License Agreements for a Storage Space subject to this Declaration of Condominium for any Storage Space entered into with a Residential Unit Owner and to receive the proceeds of such License Agreement ("Storage Space License Expense") from the Purchaser. A designated member of the Board of the Managers of the Condominium shall be authorized and required to execute the License Agreement on behalf of the Condominium as the Licensor of the License Agreement.

Section 5. Rules and Regulations

The License Agreement for a Storage Space may only be assigned and rented to another Residential Unit Owner in the Condominium ("Assignee or "Tenant"). The Board of Managers of the Condominium shall have the right to promulgate rules and regulations regarding the assignment or rental of the Storage Spaces. In no event shall the Board of Managers have the right to prohibit the right of a Residential Unit Owner or the Sponsor to assign or rent a Storage Space to a purchaser of the Residential Unit Owner or another Residential Unit Owner in the Condominium. The Board of Managers shall have the right to approve the form of a License Agreement or promulgate a standard form for use by all Residential Unit Owners. Notwithstanding, as long as the Sponsor retains an Unsold Residential Unit in the Condominium the Sponsor shall have the right to utilize any form of License Agreement without interference with the Board of Managers.

Residential Unit Owners must comply with all applicable laws regarding the Storage Spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. In addition, the Storage Spaces may not be completed until after the Closing of Title of a Residential Unit and the fact that a Storage Space may not be available for use at the time of Closing will not constitute a basis for Residential Unit Owner to fail to Close Title to a Residential Unit.

Section 6. Sponsor

In the event there are Storage Spaces that have not been Licensed to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to enter into a License Agreement for a Storage Space with a Licensee who does not reside in the Building. In such an event the Sponsor shall be obligated to pay the then applicable License Fee to the Condominium for such Storage Spaces.

ARTICLE XIII. ARBITRATION

Section 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 New York County jurisdiction of the Condominium 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 New York City before one arbitrator appointed, upon the application of any party by the Real Estate Board of New York.

Section 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 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 3. **Binding Effect.**

The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. **Costs and Expenses.**

The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to 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 his counsel and expert witnesses.

All costs and expenses paid or incurred by the Condominium Board of Managers in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses shall constitute Common Expenses.

ARTICLE XIV. CONDEMNATION

In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $50,000 and to the Board of Managers if

the award is $50,000 or less, to be distributed in accordance with Section 3 of Article VII but in the following amounts:

(a) So much of the award as is applicable to the General Common Elements, to the Unit Owners pro rata according to the respective Percentage of Common Interest appurtenant to the Unit owned by such Unit Owners.

(b) So much of the award as is applicable to the General Residential Units' Limited Common Elements, to the Residential Unit Owners pro rata in proportion to each Residential Unit's square footage to the overall square footage of all the Residential Units, as reflected in Schedule B of the Declaration of Condominium.

(c) So much of the award as is applicable to an Individual Residential or Commercial Unit's Limited Common Element to the Unit Owner having general use of such Individual Residential or Commercial Unit's Limited Common Element.

In such eminent domain or condemnation proceeding the Board of Managers shall request that the award shall set forth the amount allocated to General Common Elements, General Residential Units' Limited Common Elements and to each Individual Residential or Commercial Unit's Limited Common Element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to arbitration in accordance with Article XIII of these By-Laws. Any condemnation or eminent domain award shall require that any proceeds applicable to a Unit be applied first to a first mortgagee of a Unit as its interest may appear.

ARTICLE XV. EASEMENT VOLUME AGREEMENT

The Condominium is subject to that certain Easement Volume Agreement dated February 8, 2021 and recorded in the New York City Register's Office as Document ID:2021030401415001. Pursuant to the provisions of the Easement Volume Agreement the following shall be applicable during any time that any portion of the Premises is subject, pursuant to applicable law (including the provisions of Article 9-B of the New York Real Property Law), to a condominium regime:

A. The creation of the condominium regime will not, and will not be deemed to, effect a release of any portion of the premises as defined in the Easement Volume Agreement or any Easements granted thereunder;

B. Prior to the Possession Date, the Easement Volume shall be a limited common element of the Commercial Unit of the Condominium (the "Commercial Unit") for use by the owner of the Commercial Unit (subject to the rights of entry and inspection and any other right of use or occupancy possessed by the Authority or the Owner under the Agreement or applicable law prior to the Possession Date). Upon the

Possession Date the Easement Volume shall automatically convert to a General Common Element, and shall be so denominated by the declaration establishing the condominium regime (including the by-laws to be attached thereto) executed and recorded in accordance with the provisions of applicable law, as the same may be amended from time to time (the "Condominium Declaration); it being understood, however, that the failure to so denominate any Easement Volume in the Condominium Declaration will not impair, change or affect its designation as set forth in this Section B of this Article. Promptly following delivery of the Possession Notice, as defined in the Easement Volume Agreement, the Board of Managers and Unit Owners shall (or shall cause to be recorded) a notice and amendment to the Condominium Declaration (and by-laws as required by law or the Authority) further documenting and memorializing the change in status of the Easement Volume from a Limited Common Element of the Commercial Unit to a General Common Element. In the event that, after the Possession Date, the Easements are abandoned by the Authority and/or City as set forth in Article Ninth of the Easement Volume Agreement, the Easement Volume may revert to a Limited Common Element of the Commercial Unit.

C. The Condominium Declaration is subject and subordinate to the Easement Volume Agreement, as it may be modified or amended.

D. Anything contained in this Article XV of the By-Laws and Article Twenty-First of the Declaration to the contrary notwithstanding and even though prior to the Possession Date of the Easement Volume is a Limited Common Element of the Commercial Unit, prior to, upon and following the Possession Date, the owners of the Units of the Condominium (including, but no limited to, the owner of the Commercial Unit) (the "Units" and such owners, the "Unit Owners") and the Board of Managers or governing body (the "Condominium Board") of the Condominium established by the Condominium Declaration and By-Laws, will be considered (and will be deemed to be) the Owners under the Easement Volume Agreement and to have assumed, and to be a successor to and assignee of, the rights and obligations of the Owners who executed the Easement Volume Agreement (the "Owner Obligations"), subject, however, to the limitations specifically set forth in Article Nineteenth of the Easement Volume Agreement and Article Twenty-Seventh of the Easement Volume Agreement. At all times all of the Unit Owners and Condominium Board (and not just the owner of the Commercial Unit) are responsible for the Owner Obligations and that the Authority and the City may seek enforcement and remedies in connection with the failed performance of the Owner Obligations against each and every Unit Owner as set forth herein and in Article Twenty-Seventh of the Easement Volume Agreement.

E. The Condominium Board will be (and will be deemed to be) fully authorized to act on behalf of, and as agent for, all of the Unit Owners for all purposes of the Easement Volume Agreement. Without limiting the generality of the foregoing, and to the extent permitted by law, the Condominium Board will have the power and authority on behalf of the Condominium and the Unit Owners, to:

i. perform the Owner Obligations, without seeking the consent of the Unit Owners, the holder of any lien on a Unit and/or the holders of

any leasehold or possessory interest in a Unit (the "Unit Interested Parties");

ii. perform the obligations imposed on the Condominium Board under the provisions herein and in Article Twenty-Seventh of the Easement Volume Agreement without seeking the consent of Unit Interested Parties;

iii. enter into amendments of the Easement Volume Agreement on behalf of all Unit Interested Parties without the need to have any such Unit Interested Party consent to or join in such amendments; and

iv. exercise the rights and remedies of the Owners under the Easement Volume Agreement.

F. The Condominium Board shall assess the Units as and when necessary to obtain funds sufficient to satisfy and perform the Owner Obligations ("Owner Obligation Assessment"). Each Unit Owner shall be responsible to fund in a timely manner its Units Assessment Share (as hereinafter defined) of the total Owner Obligation Assessment. As used herein, "Unit Assessment Share" means with respect to any Unit, such Unit's Percentage of Common Interest in the Condominium common elements as set forth in Schedule B of this Condominium Declaration, with the total of all Unit Assessment Shares for all Units to equal one hundred percent (100%). No Owner Obligation Assessments may be forgiven, waived, conditioned or delayed by the Condominium Board and the Condominium Board shall take all reasonable measures as may be required in order to collect such unpaid Owner Obligation Assessment, including, the institution of any suit, action or proceeding to collect same and/or to foreclose the Unit Owner Lien (as hereinafter defined) against the Unit which is subject to such unpaid Owner Obligation Assessment. The Condominium Declaration (and any amendments thereto) may not create a special Unit Assessment Share for the Owner Obligations or otherwise allocate Unit Assessment Shares for purposes of the Owner Obligation Assessment in any way that differs from the percentages and interests allocated among the Unit Owners for the Common Charges and general maintenance of the Condominium overall.

G. The Owner Obligation Assessment shall be an obligation of the Unit Owner of the Unit against which such Owner Obligation Assessment is made, as well as a charge on the Unit and a continuing lien in favor of the Condominium Board upon the Unit (the "Unit Owner Line"). Such Unit Owner Lien shall be (to the extent, but only to the extent, required by law) subordinate to the lien of any prior recorded mortgage on such Unit given to a bank or other institutional lender, and the Condominium Declaration.

H. The holder of a mortgage or other lien encumbering a Unit or any interest therein shall not be liable for the payment of the Owner Obligation Assessment on such Unit, unless and until such mortgagee succeeds to the ownership of the Unit or any interest therein by foreclosure of the lien or mortgage, or acceptance of a deed or other transfer in lieu of foreclosure, or otherwise.

I. The Authority shall be deemed a third-party beneficiary of the Condominium Board's rights and obligations to levy and enforce the Owner Obligation Assessment on the Unit Owners and to impose and enforce the Unit Owners Lien.

J. In the event that the Condominium Board fails to perform its obligations hereunder or any required provisions of the Easement Volume Agreement with respect to any Owner Obligation Assessment, the Authority shall be entitled, at its election, to make demand on and to exercise all rights and remedies (including enforcement proceedings and foreclosure actions) against the Unit Owners and their Units with respect to their respective Unit Assessment Shares of such Owner Obligation Assessment. In connection with any enforcement demand, the Authority shall be entitled to obtain from the Condominium Board the names and last known addresses of all of the Unit Owners. No Unit Owner shall be liable for payment of more than its Unit Assessment Share of any Owner Obligation Assessment, and any Unit Owner which has duly paid its Unit Assessment Share of any Owner Obligation Assessment to the Condominium Board shall not be obligated to pay any duplicative amount to the Authority.

ARTICLE XVI. SPONSOR RIGHTS

Section 1. Sales/Rentals.

The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sales and rental offices in and about the Condominium, including any Unsold Units located within the Condominium Building or elsewhere throughout the project, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective purchasers or tenants, to utilize the Common Elements, no matter how classified, and without limitation, to do any and all things necessary incident to the sale or rental of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

The Sponsor reserves the right to continue to use the Common Elements and any facilities (including any recreational facilities), sales, offices, model or unsold units and signs located on the Common Elements until the sale of the last Residential Unit, in its efforts to market or lease the Residential Units in the Condominium.

Notwithstanding anything to the contrary contained in the Declaration of Condominium and/or these By-Laws, no Managing Agent, Board of Managers, nor any agent, member, or representative thereof, shall prevent, impede, or interfere with the sale or transfer of any Unit or the rental of any Unit by the Declarant, its successor(s), assignee(s), and/or designee(s), nor shall any charge or fees (including transfer fee, flip tax, and/or application fees) be imposed on the Declarant, its successor(s), assignee(s), and/or designee(s), by any Managing Agent, the Board of Managers, or

any agent, member, or representative thereof, regarding any sale or transfer of a Unit or rental of a Unit by Declarant, its successor(s), assignee(s), and/or designee(s).

Section 2. Signs/Ingress/Egress.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to construct, sell and lease the Units, or any other property, development or community the Sponsor, its successors, assigns or designees so prescribe. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium no matter how classified.

Section 3. Additional Rights.

The Sponsor, its successor, assignees, designees, nominees and agents shall, in addition to the above, have any additional rights afforded to the Sponsor, its successors, assignees, designees, nominees and agents in these By-Laws, Rules and Regulations and the Declaration of Condominium.

Section 4. Amendment.

This Article XVI may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one (1) or more unsold Units.

ARTICLE XVII. MISCELLANEOUS

Section 1. Insurance.

Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in a Unit Owner's Unit which will increase the insurance rates on the Unit or any other Unit or on the Common Elements.

Section 2. Severability.

Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 3. Notice to Condominium.

A Unit Owner, who mortgages the Unit Owner's Unit, shall notify the Condominium through the management agent, if any, or the President of the Board of Managers in the event there is no management agent, of the name and address of the Unit Owner's mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Unit".

Section 4. **Notice of Unpaid Assessments.**

The Board of Managers shall, at the request of a mortgagee of a Unit, report any unpaid Common Charges due from the Unit Owner of such Unit. First Mortgagees are required to receive notice from the Board in connection with any 60-day delinquency in any sues due to the Condominium, in connection with Fannie Mae requirements.

Section 5. **Examination of Books and Records.**

Every Unit Owner or the Unit Owner's representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board of Managers at convenient hours on weekdays (except legal holidays) but not more often than once a month. Said hours are to be determined by the Board of Managers or Managing Agent.

Section 6. **Costs of Legal Action.**

In the event the Board of Managers institutes any legal action for the enforcement of any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Board of Managers on behalf of the Condominium, plus interest and costs of suit if the Board of Managers is the prevailing party.

Section 7. **Reports to Residential Unit Owners.**

It is the obligation of the Board of Managers of the Condominium to give all Residential Unit Owners annually:

(a) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall be certified while the Sponsor retains a majority of the Members of the Board of Managers and such statement shall be provided within four (4) months of the end of each fiscal year;

(b) prior notice of the Annual Meeting of Unit Owners; and

(c) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

During the period Sponsor retains control of the Board of Managers of the Condominium, the Sponsor shall be required to provide certified financial statements for the Condominium. The cost of such reports shall be a Condominium expense. In addition, during said period the Sponsor will be required to provide a Certification of

Adequacy of the budget for the Condominium from a Managing Agent or other expert who is unaffiliated with the Sponsor.

Section 8. **Construction.**

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Section 9. **Compliance with Article 9-B.**

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws of the State of New York. In case any of the provisions of the By-Laws conflict with the provisions of said Statute or of the Declaration of Condominium, the provisions of the Statute or of the Declaration of Condominium, whichever the case may be, shall control.

SCHEDULE K-1

SPONSOR CERTIFICATION

CERTIFICATION BY CO-SPONSORS AND CO-SPONSORS' PRINCIPALS PURSUANT TO 13 NYCRR 20.4 (b)

State of New York
Department of Law
28 Liberty Street, 21st Floor
New York, NY 10005

RE: **609 2ND AVENUE CONDOMINIUM**

Gentlepeople:

We are the Sponsor and the principals of Sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I/we: (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.

Very truly yours,

FLAT LG LLC

By: _____
David Marom, Managing Member

ELEM 340 LLC

By: _____
David Marom, Managing Member

RC FLATBUSH LLC

By: _____
David Marom, Managing Member

Sworn to before me this
23 day of October, 2023.

_____
NOTARY PUBLIC

CO-SPONSORS' PRINCIPALS:

_____
David Marom

Sworn to before me this
day of , 20 .

_____
NOTARY PUBLIC

_____
Abraham Leser

HENNY SCHWARTZ
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Kings County
01SC6442626
MY COMMISSION EXPIRES 10/17/2026

8152951.1

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

FLAT LG LLC

By:_____
David Marom, Managing Member

ELEM 340 LLC

By:_____
David Marom, Managing Member

RC FLATBUSH LLC

By:_____
David Marom, Managing Member

Sworn to before me this
day of , 20 .

_____
NOTARY PUBLIC

CO-SPONSORS' PRINCIPALS:

_____
David Marom

Sworn to before me this
31 day of Oct, 2023

_____
NOTARY PUBLIC

AVRUM D FLEISCHMAN
Notary Public - State of New York
No. 01FL6440682
Qualified in Kings County
My Commission Expires 09/12/2026

_____
Abraham Leser

SCHEDULE K-2

SPONSOR'S ENGINEER OR ARCHITECT CERTIFICATION

SPONSOR'S ENGINEER OR ARCHITECT CERTIFICATION
PURSUANT TO 13 NYCRR 20.4 (c)

Date: 05.08.2024

Office of the Attorney General
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005-1413

RE: **609 2ND AVENUE CONDOMINIUM**

Gentlepeople:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by our office, dated March 11, 2021, and amended March 29, 2022, March 21, 2024 and prepared the Report, dated May 08, 2024 which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

I am a registered architect licensed in the State of New York which the property is located.

We understand that I am/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 renovation and construction, provided that renovation and construction is in accordance with the plans and specifications that I/we examined;

(ii) in my/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 renovation and/or construction, provided that renovation and/or construction is in accordance with the plans and specifications that I/we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I/we:
(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth;
(d) or 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.

Very truly yours,

Fariba Makooi
Signature of Individual or Name of Firm

By: _____

Signature of Individual if prepared by Firm

Principal
Title or Position if prepared by Firm

REGISTERED ARCHITECT
FARIBA H. MAKOOI
034686
STATE OF NEW YORK

Sworn to before me this
10th day of May , 2024 .

CHERYL VOLCY
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Kings County
01VO6446479
MY COMMISSION EXPIRES 12/05/2026

_____
Notary Public

(INSERT PROFESSIONAL SEAL)

SCHEDULE K-3

SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET



Monarch Realty Group
244 Water Street Suite C1, Brooklyn, NY, 11201

PART 20: CERTIFICATION BY EXPERT AS TO ADEQUACY OF CONDOMINIUM BUDGET

March 5th, 2024

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Re: Condominium Offering Plan
The 609 2nd Avenue Condominium (the "Condominium")
609 2nd Avenue, New York, New York 10016

The Sponsor of the condominium offering plan for the captioned property retained our firm to review Schedule B and C (together with the notes thereto, the "Schedules") containing projections of income and expenses for the first year of condominium operation. Monarch Realty Group Holdings, 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 of approximately 45 properties which include, Residential condominiums and rentals over the past 5 years.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Schedule.

We have reviewed the Schedule and investigated the facts set forth in the Schedule 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 Schedules B and C appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses of the Condominium for the projected first year of condominium operation.

We certify that Schedule B and C:

(i) sets forth in detail the projection of income and expenses for the projected first year of condominium operation;

(ii) affords potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the projected first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by 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 and expenses for the projected first year of condominium operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

MONARCH REALTY GROUP HOLDINGS, LLC

By: _____

Name: Jason Horowytz
Title: Managing Partner

Sworn to before me this

5 day of March, 2024

_____
Notary Public

RICHARD MAURO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA4966164
Qualified in Kings County
Commission Expires April 30, 2026

SCHEDULE K-4

SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY COMMERCIAL UNIT OWNER(S)



Monarch Realty Group
244 Water Street Suite C1, Brooklyn, NY, 11201
CERTIFICATION OF SPONSOR'S EXPERT
ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE NON-RESIDENTIAL UNIT OWNERS PURSUANT TO SECTION 20.4(e) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

March 5th, 2024

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

Re: The 609 2nd Avenue Condominium
609 2nd Avenue, New York, New York 10016

The undersigned, Monarch Realty Group Holdings, LLC is a licensed real estate brokerage firm in the State of New York. The undersigned Manager of Monarch Realty Group Holdings, LLC has been engaged in the management of approximately 45 properties, most of which are condominiums, cooperative and residential rental properties over the past 5 years.

The sponsor of the condominium offering plan for the above captioned property retained us to review the Condominium Budget (the "Schedule B") to the offering plan containing projections of common charges payable by the owner of the Commercial Unit of the Condominium for the projected First Year of Condominium Operation.

We understand we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Commercial Unit listed in Schedule B.

We have reviewed the Schedule B as it impacts upon the Commercial Unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential and commercial buildings in Manhattan.

We certify that the projections in Schedule B for common charges payable by the owner of the Commercial Unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to the Commercial Unit for the projected First

Year of Condominium Operation, and that the allocation of common charges attributable to the Commercial Unit also reflect the special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in the Schedule B for the common charges payable by the owner of the Commercial Unit:

(i) set forth in detail the projected common charges for the Commercial Unit for the projected First Year of Condominium Operation;

(ii) afford potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner of the Commercial Unit during the projected First Year of Condominium Operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where 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.

(viii) 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 an amendment to the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the Commercial Unit for the projected First Year of Condominium Operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

By: _____
Name: Jason Horowytz
Title: Managing Partner

Sworn to before me this
5 day of March, 2024

_____
Notary Public

RICHARD MAURO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA4966164
Qualified in Kings County
Commission Expires April 30, 2026

SCHEDULE L

SECTION 339-KK OF THE REAL PROPERTY LAW

The Real Property Law is amended by adding a new Section 339-kk to read as follows:

"§ 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 has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent."

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.

SCHEDULE M

LICENSE AGREEMENT FOR STORAGE SPACE

STORAGE SPACE LICENSE AGREEMENT

This Storage Space License Agreement (the "License Agreement") made as of this _____ day of_____, 20___, between **FLAT LG LLC, ELEM 340 LLC and RC FLATBUSH LLC**, having an address at 1481 47th Street, Brooklyn, New York 11219 (the "Co-Sponsors"), **THE BOARD OF MANAGERS OF 609 2ND AVENUE CONDOMINIUM**, having an address at 609 2nd Avenue, New York, New York 10016 ("Licensor"), and _____, residing at _____("Licensee").

W I T N E S S E T H:

WHEREAS, Sponsor promulgated an offering plan (the "Offering Plan") for 609 2nd Avenue Condominium (the "Condominium") located at 609 2nd Avenue, New York, New York 10016 (the "Building"); and

WHEREAS, pursuant to the terms of the Offering Plan, Sponsor is offering to purchasers of residential units in the Condominium the option to purchase storage spaces located in the cellar of the Building ("Storage Space Area") which have been designated for use by permitted Residential Unit Owners; and

WHEREAS, the Condominium is governed by a certain Declaration of Condominium dated _____, 20 , recorded, or to be recorded, in the New York City Register's Office, New York County, to be amended from time to time (the "Declaration"), the By-Laws of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and the Residential Units Rules and Regulations of the Condominium, as the same have been or

may be amended from time to time (the "Residential Rules and Regulations"; together with the Declaration and By-Laws, collectively referred to herein as the "Condominium Documents"); and

WHEREAS, Licensee owns, or simultaneously herewith is acquiring, Residential Unit #_____ in the Condominium (the "Unit"); and

WHEREAS, Licensee is purchasing from Sponsor the right to the exclusive use of Storage Space #____ (the "Storage Space") for so long as Licensee owns the Unit, or another Residential Unit, in the Condominium; and

WHEREAS, Licensor has agreed to grant Licensee a license for the exclusive use of the Storage Space for an initial Storage Space License Expense in the amount of $_____ (the "Storage Space License Expense") to be paid by Licensee to Sponsor as follows:

If Licensee is a contract vendee for the Unit:

(a) Ten (10%) percent ($_____) deposit upon the execution of this License Agreement, to be held in escrow pursuant to the provisions of Paragraph 27 of the Purchase Agreement for the Unit;

(b) The balance of the Storage Space License Expense ($_____) at the closing of title to the Unit.

OR

If License is an existing Residential Unit Owner:

(a) The total Storage Space License Expense of $_____ upon execution of this License Agreement.

This License shall be expressly subject to the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 ($10.00) Dollars and the mutual covenants herein expressed, Sponsor, Licensee and Licensor hereby covenant and agree as follows:

1. **License**. (a) Licensor hereby grants to Licensee, its successors and/or assigns, a license (the "License") for the exclusive use of the Storage Space and Licensee hereby accepts such License from Licensor upon the terms and conditions set forth in this License Agreement.

(b) Licensee shall have access to the Storage Space twenty-four (24) hours each day, seven (7) days each week, during the Term (hereinafter defined) subject to any rules and regulations promulgated by Licensor regarding the use and operation of the storage spaces (as detailed in the Offering Plan or any subsequent Residential Rules and Regulations adopted by Licensor).

(c) This License Agreement shall create the relationship of licensor and licensee and shall in no way be construed as a lease, partnership agreement or joint venture, nor shall this License Agreement be construed in any manner so as to give Licensee the rights of a lessee or tenant of Licensor. Except for the License conferred by this License Agreement, no leasehold interest or other right, title or interest in the Storage Space or any part thereof shall be deemed to have been created in Licensee by anything contained in this License Agreement.

2. **Use**. (a) The Storage Space may only be used for the storage of personal effects of the Licensee, and in no event shall any food or other perishable item, or any flammable or explosive item be stored in the Storage Space.

(b) Licensee shall not (i) store any property in the Storage Space Area outside of the Storage Space; or (ii) allow any other person to use the Storage Space except in accordance with the terms of this License Agreement.

(c) Use of the Storage Space is subject to all Residential Rules and Regulations which Licensor has adopted or may adopt in the future.

3. **Term**. The term of the License shall commence on _____ (the "Commencement Date") and expire at the earlier of (i) such time as Licensee no longer owns a residential unit in the Condominium, or (ii) forty-nine (49) years from the Commencement Date (the "Term"). In the event Licensee still owns a residential unit in the Condominium on the last day of the forty-ninth (49th) year, the Term shall automatically be extended for successive periods of ten (10) years each unless Licensee ceases to be an owner of a unit in the Condominium, in which event the Term shall automatically expire, this License Agreement shall terminate and the License granted hereunder shall be of no further force or effect.

4. **Storage Space License Expense**. The Storage Space License Expense shall be payable to Sponsor upon the execution of this License Agreement. Beginning on the Commencement Date and continuing throughout the Term, Licensee shall be responsible for any fees required to be paid to Licensor.

5. **Monthly License Fee.** Licensee shall pay to the Condominium a monthly sum as determined by the Board of Managers for operating and maintenance costs in connection with the Storage Space and Storage Space Area (the "License Fee"). The License Fee shall be in addition to the Common Charges and any Special Assessments required to be paid to the Condominium by Residential Unit Owners.

6. **Condominium Documents.** This License and Licensee are subject to the provisions regarding the Storage Spaces contained in the Condominium Documents and any amendments thereto.

7. **Late Charge**. In the event that any payment required to be made by Licensee pursuant to the terms of this License Agreement shall not be paid within ten (10) days from the date such payment is due, Licensor may charge Licensee a late fee in the amount of $0.25 for each $1.00 which remains unpaid for the purpose of defraying the expenses incurred in handling delinquent payments, which shall be payable to Licensor each and every month until Licensor is paid in full.

8. **Maintenance**. Subject to Paragraph 9 herein, Licensor shall provide, at its sole cost and expense, all maintenance and repair required for the Storage Space and Storage Space Area so as to keep the Storage Space and Storage Space Area in good order and repair, as provided in Article XII of the By-Laws. All general maintenance and repairs of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space.

9. **Damage Caused by Licensee**. Licensee shall throughout the Term, take good care of and maintain the Storage Space. All repairs and replacements to the Storage Space as well as the Storage Space Area shall be performed by Licensor and the cost thereof shall be a Common Expense, unless such repair or replacement is necessitated by the negligence, misuse, or abuse of Licensee (or any of Licensee's agents or invitees), in which event the entire cost and expense of such repair or replacement shall be borne by Licensee, and shall be paid by Licensee to Licensor no later than ten (10) days following written demand therefor.

10. **Indemnification**. Licensee shall indemnify and hold Sponsor, Licensor, and their respective members, managers, owners, shareholders, officers, directors, agents, employees, servants, successors, designees and assigns harmless from and against any loss, cost, damage and expense of whatever kind arising directly or indirectly from the operation and use of the Storage Space or from Licensee's breach of this License Agreement, including, but not

limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of Licensor and/or its employees and/or agents or other owners of units in the Condominium.

11. **Insurance**. Licensor shall, at all times during the Term, maintain insurance as required. Licensee shall maintain the following: (i) property insurance on a broad coverage form with a limit equal to Licensee's personal property, and (ii) personal liability coverage (including auto coverage) in an amount of $1,000,000 for bodily injury and/or property damage.

12. **Licensee's Default Under Purchase Agreement.** If Licensee fails to appear and close title in accordance with the Purchase Agreement dated _____, and at the time and place stated in the Notice for Closing, or if Licensee fails to observe or perform any other obligation on the part of Licensee to be observed or performed under said Purchase Agreement, Sponsor may send Licensee a written notice of default giving Licensee thirty (30) days from the date of such notice to cure any such default. Upon Licensee's failure to cure such default within such thirty (30) day period, this License Agreement shall, at Sponsor's option, be deemed canceled and Sponsor shall have the right to retain, as and for liquidated damages, all sums paid by Licensee to Sponsor on account of this License Agreement. Licensee acknowledges said amount to be fair and reasonable.

Prior to such funds being released to Sponsor, Escrow Agent shall send a notice to Licensee of Escrow Agent's intent to release the funds being held in escrow on behalf of Licensee pursuant to the escrow regulations as set forth in Section XIII of the Offering Plan and Paragraph 27 of the Purchase Agreement.

TIME IS OF THE ESSENCE FOR LICENSEE TO CURE SUCH DEFAULT WITHIN SUCH THIRTY (30) DAY PERIOD.

Upon cancellation of this License Agreement for Licensee's failure to timely cure any default, Sponsor shall be released and discharged of any and all further liability and obligations to Licensee under this License Agreement. Thereafter, the Storage Space may be licensed or disposed of as though this License Agreement had never existed and without any accounting to Licensee for the proceeds of any subsequent license of the Storage Space. The foregoing remedy shall be in addition to any and all other remedies available to Sponsor under this License Agreement, at law or in equity for any default by Licensee under this License Agreement.

13. **Events of Default**. The following shall each be an "Event of Default" under this License Agreement:

(a) Licensee's failure to timely pay any License Fee, which failure continues for five (5) days after notice thereof.

(b) Licensee's violation or failure to perform any of the other material terms, conditions, covenants or agreements herein made by Licensee, if such violation or failure continues for a period of ten (10) days after notice thereof.

In the event of any violation or failure to perform a covenant as contemplated herein, and if such covenant cannot be performed within the ten (10) day period, provided that Licensee has promptly commenced to cure such violation and is diligently proceeding with the cure, the time within which Licensee may cure the same shall be extended to such reasonable time as may be necessary to cure the same with all due diligence.

(c) Licensee's violation of any provision of the Condominium Documents regarding the Storage Spaces.

14. **General**. (a) Neither Sponsor, Licensor nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Storage Space Area and/or the Storage Space.

(b) The terms of this License Agreement are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this License Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents as they relate to the Storage Space.

(c) Licensor and/or its agents shall have the right, but not the obligation, to open the Storage Space or reasonably prevent access to the Storage Space in an emergency at any time, and, at other reasonable times upon prior notice to Licensee, to inspect and examine the Storage Space and to make such repairs, replacements and improvements as Licensor shall deem necessary.

15. **Remedies**. (a) If an Event of Default shall occur, and shall not be cured within the time period specified herein, then Licensor may give Licensee a fifteen (15) day notice of its intention to end the Term, and, at the expiration of such fifteen (15) day period, the Term shall expire as fully and completely as if that day were the date herein originally fixed for the expiration of the Term, and Licensee shall then quit and surrender the Storage Space to Licensor and remain liable under the terms of this License Agreement.

(b) The Board of Managers shall have the same rights of collection and enforcement of the License Fee for the Storage Space as they have for Common Charges and Special Assessments as provided for in Article XIX of the Declaration or elsewhere in the Declaration or

By-Laws. In addition, if Licensee defaults in its obligations hereunder or under the Condominium Documents, the Condominium Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Storage Space until Licensee cures such default or (ii) terminate this Agreement upon written notice to Licensee.

16. **Notices**. Any notices, statements, certificates, requests or demands required or permitted to be given or delivered under this License Agreement shall be in writing and may be sent by mail, nationally recognized overnight courier or personal delivery, addressed to Licensor or to Licensee, as the case may be, at their respective addresses shown at the beginning of this License Agreement, or to such other address as Licensor or Licensee may designate in the manner herein provided, or to their respective attorneys. Such notice, statement, certificate, request or demand shall be deemed to have been given:

(a) upon personal delivery actually being made, and

(b) upon receipt, first refusal of delivery or when returned as undeliverable if delivered by: (i) the United States Post Office with proper postage prepaid, if sent by regular mail, registered or certified mail return receipt requested; or (ii) nationally recognized overnight courier service.

Notwithstanding the foregoing, any notice of default must be delivered only by nationally recognized overnight courier service, personal delivery, or certified mail return receipt requested. Notice given by an attorney for a party shall be deemed effective notice as if given by such party.

17. **Assignment**. This License may be assigned by Licensee at any time provided the assignee satisfies the following: (i) owns a Unit in the Condominium, or is a successor purchaser of the Unit and assumes the obligations of Licensee under this License Agreement,

(ii) a notification of the assignment is delivered in writing to Licensor in compliance with its requirements as the same may be modified from time to time, and (iii) no outstanding Common Charges, Special Assessments, Late Fees or other monies are owed to the Condominium by Licensee and/or the assignee. The License shall automatically terminate at such time as the Term expires as provided herein or the License is assigned to and assumed by another owner of a residential unit in the Condominium.

18. **Waiver.** Neither this License Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

19. **Acknowledgement.** Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this License Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

20. **Strict Performance**. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this License Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this License Agreement to be performed by Licensee.

21. **Governing Law**. (a) This License Agreement shall be governed by and construed under the laws of the State of New York, without giving effect to its conflict of laws principles.

(b) If any provision of this License Agreement is invalid or unenforceable as against any party or under, certain circumstances, the remainder of this License Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this License Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

22. **Entire Agreement**. This instrument contains the entire agreement between the parties and any and all other prior oral or written agreements or representations made by or on behalf of either party with respect to this License Agreement or to the subject matter hereof shall be of no force or effect whatsoever. All understandings and agreements heretofore had between the parties hereto are merged in this License Agreement, which alone fully and completely express their agreement and that this License Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

23. **Arbitration**. Any dispute regarding the allocation or amount of the License Fee for the Storage Space shall be decided by Arbitration pursuant to the terms of Article XIII of the By-Laws of the Condominium.

24. **Waiver of Jury Trial; Venue**. Licensor and Licensee do hereby mutually waive trial by jury in any action, proceeding or counterclaim brought by either Licensor or Licensee against the other with regard to any matters whatsoever arising out of or in any way connected with this License Agreement, the relationship of Licensor and Licensee, and Licensee's use of the Storage Space provided such waiver is not prohibited by any laws of the State of New York.

Any action or proceeding brought by either party hereto against the other, directly or indirectly, arising out of this License Agreement shall be brought in a court in New York County and any and all motions in any such action shall be made in New York County.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date and year first above written.

LICENSOR:

BOARD OF MANAGERS OF 609 2ND AVENUE CONDOMINIUM

By: _____
, President

LICENSEE:

_____

CO-SPONSORS:

FLAT LG LLC, ELEM 340 LLC and RC FLATBUSH LLC

By: _____

SCHEDULE N

EASEMENT VOLUME AGREEMENT

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2021030401415001004E5870

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 42**

Document ID: 2021030401415001 Document Date: 02-08-2021 Preparation Date: 03-19-2021
Document Type: EASEMENT
Document Page Count: 40

PRESENTER:
TITLEVEST AGENCY
110 EAST 42ND STREET, 10TH FLOOR
RNY787121
NEW YORK, NY 10017
212-757-5800
RECORDINGS@TITLEVEST.COM

RETURN TO:
TITLEVEST AGENCY
110 EAST 42ND STREET, 10TH FLOOR
RNY787121
NEW YORK, NY 10017
212-757-5800
RECORDINGS@TITLEVEST.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	914	25	Entire Lot	251 EAST 33RD STREET

Property Type: OFFICE BUILDING

Borough	Block	Lot	Unit	Address
MANHATTAN	914	29	Entire Lot	609 2ND AVENUE

Property Type: NON-RESIDENTIAL VACANT LAND

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
RC FLATBUSH LLC
1481 47TH STREET
BROOKLYN, NY 11210

☒ Additional Parties Listed on Continuation Page

GRANTEE/BUYER:
THE NEW YORK CITY TRANSIT AUTHORITY
2 BROADWAY
NEW YORK, NY 10004

FEES AND TAXES

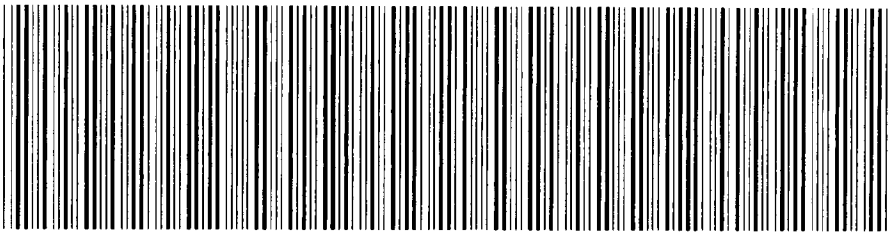
Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	240.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 03-23-2021 15:30
City Register File No.(CRFN): **2021000106645**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2021030401415001004C5AF0

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 42**

Document ID: 2021030401415001 Document Date: 02-08-2021 Preparation Date: 03-19-2021
Document Type: EASEMENT

PARTIES

GRANTOR/SELLER:
FLAT LG LLC
1481 47TH STREET
BROOKLYN, NY 11210

GRANTOR/SELLER:
ELEM 340 LLC
1481 47TH STREET
BROOKLYN, NY 11210

PARTIES

GRANTEE/BUYER:
THE CITY OF NEW YORK
2 BROADWAY
NEW YORK, NY 10004

EXECUTION VERSION

RC FLATBUSH LLC, FLAT LG LLC and ELEM 340 LLC

WITH

THE NEW YORK CITY TRANSIT AUTHORITY

AND

THE CITY OF NEW YORK

EASEMENT VOLUME AGREEMENT

Dated as of February 8, 2021

Location: 609, 611, 613 and 615 Second Avenue and 251 East 33rd Street, New York, NY 10016

Manhattan Block 914: Lots 25 & 29 (F/K/A 29, 30, 31, & 32)

RECORD AND RETURN TO:

Metropolitan Transportation Authority
2 Broadway
New York, New York 10004
Attn: General Counsel

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EASEMENT VOLUME AGREEMENT

THIS EASEMENT VOLUME AGREEMENT ("Easement Volume Agreement" or "Agreement") made as of the 8th day of February, 2021 by and among RC FLATBUSH LLC, FLAT LG LLC and ELEM 340 LLC, each a New York limited liability company (collectively, "Owners" and each individually, an "Owner")[2], and each having an office address at 1481 47th Street, Brooklyn, New York 11210, and THE NEW YORK CITY TRANSIT AUTHORITY (the "Authority"), a public benefit corporation organized under and existing by virtue of the laws of the State of New York, having offices at 2 Broadway, New York, New York 10004, acting for itself and on behalf of THE CITY OF NEW YORK (the "City"), a New York municipal corporation (the Owners, Authority, and City shall hereinafter be collectively referred to as the "Parties").

WHEREAS:

A. The Authority, pursuant to the Public Authorities Law and that certain Agreement of Lease with the City dated June 1, 1953 as amended, operates the New York City Transit System (the "Transit System" or "Railroad") and will operate the proposed Second Avenue Subway line including the proposed 34th Street Station (the "Station") to be built in the bed of Second Avenue.

B. The Owners are tenants-in-common owners of the fee of certain premises located at Block 914, Tax Lot 29 (F/K/A 29, 30, 31 and 32) in the Borough of Manhattan, City, County and State of New York more commonly known as 609, 611, 613 and 615 Second Avenue, New York, NY 10016 (such premises being hereinafter collectively referred to as the "Premises") and as more particularly described in Exhibit A attached hereto.

C. All of the Premises consisting of Block 914, Lots 29, 30, 31 and 32 is located within the Special Transit Land Use District established by Section 11-12 of the Zoning Resolution of the City, as amended ("Zoning Resolution") and governed by Chapter 5 of Article IX thereof.

D. The provisions regarding the Special Transit Land Use District contained in Chapter 5 of Article IX of the Zoning Resolution require any new developments or enlargements (as defined in Zoning Resolution Section 12-10) involving ground level construction within the

---

[2] Owner to provide title report.

Special Transit Land Use District to provide a transit easement volume on the zoning lot (as defined in Zoning Resolution Section 12-10) for subway-related use and public access to the subway mezzanine or station when required pursuant to the provisions of Section 95-04 of the Zoning Resolution.

E. The Owner intends to construct a mixed-use multi-story residential and retail building on the Premises (the "Owner Building" or "Building", and such Building, along with any other improvements or structures on the Premises as may exist from time to time, together with the Premises herein sometimes referred to as the "Owner Property") and has prepared plans for construction of the Owner Building. In connection therewith, the Owners have acquired additional development rights from the property located at Block 914, Tax Lot 25 in the Borough of Manhattan, City, County and State of New York and which lot together with the Premises constitutes a single zoning lot.

F. Pursuant to Section 95-041 of the Zoning Resolution, the Owner caused to be filed an application (CPC No. N 200089 ZCM) with the New York City Planning Commission (the "Commission") and the Authority, requesting a certification as to whether or not an easement volume is required on the zoning lot in which the Premises are located.

G. Pursuant to Section 95-041 of the Zoning Resolution, the Commission and the Authority have certified that an easement volume for transit-related use is required within the zoning lot in which the Premises are located and the Authority, acting for and on behalf of the City, pursuant to Section 50 of the New York State Rapid Transit Law, has requested that an easement volume for transit use be reserved within the Premises pursuant to the requirements of Sections 95-03 and 95-04 of the Zoning Resolution.

H. Based on the request by the Commission and Authority that an easement volume for transit-related use be reserved within the Premises, the Owners, pursuant to Section 95-041 of the Zoning Resolution, have submitted an application to the New York City Department of City Planning ("DCP") designated Application No. N. 200309 ZCM and dated April 10, 2020, requesting from the Commission and the Authority a final certification approving the location and type of transit volume to be reserved (the "Final Certification").

I. Pursuant to Section 95-11 of the Zoning Resolution, a condition of the Final Certification is that the Owners execute and file of record this Agreement, creating the required transit easement.

J. In accordance with the terms and provisions set forth in this Agreement, the Owners have agreed to grant to the Authority and the City easements on the Premises, subject to the terms below, and the Authority and the City wish to accept such grant.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto do hereby agree as follows:

FIRST: GRANT OF EASEMENT.

Subject to the terms of this Agreement, Owners hereby irrevocably grant, convey, release and forever relinquish unto the Authority and the City and their respective successors and assigns the following permanent and perpetual easements and rights of way along with all other rights and privileges incidental or appurtenant thereto:

A. A permanent and perpetual exclusive easement and right of way over, in, upon, to and through the volume of space (the "Easement Volume") within the Premises and all other portions of the Owner Property as and to the extent described in Exhibit C attached hereto and made a part hereof and as shown on the attached drawings at Exhibit D attached hereto and made a part hereof, free and clear of all (i) liens and encumbrances except as set forth on Schedule 1 (the "Permitted Encumbrances"); and (ii) Obstructions (hereinafter defined). For the avoidance of doubt, the areas described and shown in Exhibits C and D as Easement Areas 1, 2 and 3 (respectively) are all parts of the very Easement Volume that is the subject of this Agreement. The Easement Volume herein created is for (1) the construction, use, operation, maintenance, repair and/or reconstruction by the City and/or the Authority, or their respective contractors or agents, at their sole cost and expense except as otherwise provided herein, of such structures, facilities and equipment including, but not limited to, elevator systems and equipment, as may be necessary in the discretion of the City and/or the Authority to provide a connection and means of ingress and egress between 34th Street or Second Avenue and a portion of the proposed subway and Station to be located in the bed of Second Avenue (and all present and future extensions and modifications thereof adjacent to the Premises) and (ii) the use of such connection and means of

ingress and egress by passengers, employees, contractors, agents and licensees of the Authority and the City ("Users").

B. A permanent and perpetual, non-exclusive easement in, to, within, across, through and upon those portions of the Premises and the Owner Property for the purposes of providing ingress and egress to, from and between Second Avenue and the Easement Volume for use by Authority and the City and their affiliates, Users, emergency responders, and other invitees and members of the general public.

C. A permanent and perpetual, exclusive easement in, to, within, across, through and upon those portions of the Premises and the Owner Property, if any, that are strips or gores between any and all portions of the Easement Volume and any portion of the Premises or other portions of the Owner Property, as needed to afford the Authority and the City the practical benefits of the Easements granted hereunder.

D. A permanent and perpetual easement in and to those portions of the Premises and Owner Property in which are located any portions of the structures, improvements, facilities, equipment, signage, or other property of the City or the Authority ("Authority Improvements") that encroach on the Premises or other portions of the Owner Property outside of the Easement Volume following construction of the Authority Improvements by reason of any de minimis settling and any de minimis associated shifting thereof subsequent to the construction thereof.

E. A permanent and perpetual non-exclusive easement for vertical and lateral support of the Authority Improvements in and to those portions of the Premises and Owner Property thereon which are necessary to support the Authority Improvements.

F. A permanent and perpetual, non-exclusive easement to those portions of the Premises and other portions of the Owner Property which are necessary to attach the Authority Improvements to the Owner Property, including to any demising walls or slabs separating the Easement Volume from the rest of the Owner Property, which attachment (unless stated otherwise herein) shall be at the Authority's or City's sole cost and expense.

G. A permanent and perpetual, exclusive easement, at the Authority's or City's sole cost and expense (unless stated otherwise herein), to attach pipes, wires, ducts, communications equipment, conduits and similar facilities to any portions of the walls, columns, beams, ceiling

slabs and floor slabs that are within portions of the Easement Volume or border and separate the Owner's improvements or structures from the Easement Volume and to access maintain, clean, inspect, repair, alter and/or replace such pipes, wires, ducts, communications equipment, conduits and facilities from time to time.

H. A permanent and perpetual, exclusive easement in, over, and through the Owner Property at the locations indicated on Exhibit D annexed hereto for the purposes of installing, inspecting, maintaining, repairing and replacing such pipes, plumbing, conduits, equipment and other features necessary for providing water drainage from and for the Authority Improvements annexed hereto.

I. A permanent and perpetual, exclusive easement to install, maintain and keep in good condition, as consistent with applicable law, wayfinding signage on the exterior of the Easement Volume on the Second Avenue side of the Premises and on the exterior wall of the Building which indicates to Users the location of the entrance to the Station through the Easement Volume. The locations, sizes and design of such signage to the extent not within the Easement Volume itself shall be consistent with Authority's signage at other similar subway stations and reasonably satisfactory to the Owners.

(All of the foregoing, collectively, the "Easements" and the areas within the Owner Property encompassing the same, including the Easement Volume, collectively, the "Easement Areas"). For the avoidance of doubt, the easements, rights, privileges and interests granted to the Authority and the City are of a permanent and perpetual nature and not temporary during any initial construction of the Authority Improvements.

TO HAVE AND TO HOLD the Easements unto the Authority and the City and their respective successors and assigns, forever, as provided herein.

SECOND: OWNER REPRESENTATIONS & WARRANTIES.

The Owners represent and warrant as of the date hereof that:

A. they are the sole owners of the Owner Property;

B. there is no mortgage, covenant, limitation, lien, encumbrance, lease, ground lease or future estate or interest affecting the Premises or any other portion of the Owner Property other than the Permitted Encumbrances which now is or which may become superior to this Easement Volume Agreement or to which this Easement Volume Agreement and the Easements herein granted may be subordinate or which may presently preclude or restrict or may in the future preclude or restrict the development of an entrance to the Station in the Easement Volume. Nothing contained herein shall be deemed to prohibit Owners from hereafter placing any liens or encumbrances, including the lien of a construction loan or other mortgage, on the Owner Property or to require the consent of the Authority or the City to the placing of any such lien or encumbrance and provided that any such lien or encumbrance shall be subject and subordinate to this Agreement and the Easements;

C. each of the Owners is a limited liability company duly organized and validly existing under the laws of State of New York;

D. each of the Owners has the power, authority and right to enter into this Agreement and full power, authority and right to consummate the transaction herein described, and no other consents or approvals by or from any other party are necessary for the Owners to consummate this transaction;

E. this Agreement and the documents to be executed and delivered by the Owners pursuant hereto do not and will not contravene any provision in (i) that certain Amended and Restated Tenants in Common Agreement, made and effective as of December 19, 2018 by and among the Owners (as same may have been amended, the "TIC Agreement") or (ii) any of the respective limited liability company operating agreements of the Owners, as same may have been amended, any judgment, order, decree, writ or injunction issued against any Owner, or any provision of any laws or governmental ordinances, rules, regulations, orders or requirements applicable to any Owner. The consummation of the transactions contemplated hereby will not result in a breach or constitute a default or event of default by any Owner under any agreement to which an Owner or any of its assets are subject or bound and will not result in a violation of any laws applicable to any Owner;

F. there is no litigation or proceeding pending against any Owner affecting title to the Premises or any Owner's ability to convey the Easements to the Authority and/or the City in

accordance with this Agreement or which would impose a liability upon the Easements being granted or the Authority and/or the City as the grantee thereof; and

G. there do not exist any pending or (to the best of each Owner's knowledge) threatened condemnation proceedings, or private purchase in lieu thereof, affecting or which may affect the Easements being granted hereunder or the Easement Volume and no Owner has received any written notice of any contemplated condemnation.

THIRD: UTILIZATION OF EASEMENT VOLUME PRIOR TO POSSESSION DATE.

A. Prior to the Possession Date (as hereinafter defined) and pursuant to Section 95-06 of the Zoning Resolution, the Owners may utilize the Easement Volume for any permitted use or uses set forth in the Zoning Resolution or as otherwise permitted by law; provided, however, that the Authority has the right of prior approval of any use by any Owners of the Easement Volume prior to the Possession Date, which approval must be given by the Authority in writing to the Owners, and which approval may not be unreasonably conditioned, withheld or delayed. For the purposes of this Easement Volume Agreement, the term "Possession Date" means the date set forth in a written notice ("Possession Notice") from the Authority to the Owners stating that the Authority has determined that the Easement Volume is required for transit purposes. The Possession Date may be any date no fewer than six (6) months after the date of the Possession Notice. On or before the Possession Date, and in accordance with Section 95-06 of the Zoning Resolution, the Owners shall vacate the Easement Volume, and deliver the same vacant and free of any tenancies or claims of possession and free of all improvements, objects or obstructions (collectively, the "Obstructions") within or upon the Easement Volume.

B. After the Possession Date, the Authority or the City may remove any Obstructions which are located within or upon the Easement Volume, all at the sole cost and expense of the Owners, and the Owners shall promptly reimburse the Authority and/or City for such cost and expense. The Owners hereby consent to the entry by the City or the Authority on, over or about the Premises and other portions of the Owner Property for the purposes of removing such Obstructions. The Owners hereby release the City and the Authority from any and all liability for damage to the Owner Property including, but not limited to, the Premises, the Owner Building, the Obstructions and the structures adjoining the Easement Volume resulting from the removal of any Obstructions by the City or the Authority in the event that the Owners fail to remove the

Obstructions prior to the Possession Date, unless such damage is caused by the Authority's or the City's gross negligence or willful misconduct.

C. In the event the Authority, after delivering the Possession Notice to Owners, has not proceeded with the design or initial construction of the Authority Improvements or the Easement Volume after two (2) years from the delivery of such Possession Notice, the Owners may send a notice to the Authority inquiring as to the Authority's schedule for the design and construction of the Authority Improvements (a "Status Notice"). The Authority shall, within a reasonable period of time after receipt of such Status Notice, deliver a notice to the Owners informing the Owner of the Authority's good faith estimate of the anticipated schedule for design and construction of the Authority Improvements at the Easement Volume. If the Authority does not anticipate commencing design or construction of the Authority Improvements within eighteen (18) months' of the Authority's receipt of the Status Notice, then the Owners may once again utilize the Easement Volume in accordance with the terms of this Agreement as if the Possession Notice had never been sent until such time as the Authority reissues a Possession Notice pursuant to Article THIRD, Section A , which notice may be issued at any time.

FOURTH: CONSTRUCTION AND MAINTENANCE OF BUILDING ELEMENTS.

Each of the Owners agree that any and all structures or improvements placed or constructed on the Premises must incorporate the (i) Easements, (ii) Easement Volume Description and Easement Volume Drawings as set forth in Exhibits C and D, respectively, annexed hereto and made a part hereof, and (iii) Authority's requirements as set forth in this Agreement (including any Exhibits hereto) (collectively, the "Owner Building Requirements"). Included in the Owner Building Requirements are (A) that no mechanical, electrical, communications, plumbing, sewer or other utility equipment, cables or conduits of any kind whatsoever shall be placed or permitted (I) in any portion of the Easement Volume or (II) on any portion of the Owner Premises (defined below) adjacent to the Easement Volume such that it is reasonable that same would be affected by the work to be performed by the Authority to construct or by the operation of the Station entrance and elevator at the Premises and (B) that the Owner Building or any building or improvement located on the Premises shall be constructed such that the first level floor slab and cellar level floor slab included in or adjacent to the Easement Volume shall be so-called knockout panels, i.e., slabs that are independent of the surrounding framing of the building or improvement and capable of being

removed without having any structural effect on the remainder of the building or improvement. No deviations from the Owner Building Requirements are permitted without first obtaining the express written approval from the Authority, which approval shall be in the Authority's sole discretion. Prior to any construction of the Owner Building, Owners shall deliver to the Authority final design and construction drawings and such other plans and specifications as the Authority may require relating to the foundation and structural support and engineering of the Building to ensure compliance with the Owner Building Requirements. Owners' architect shall certify that such plans and specifications are the final designed plans and specifications for the Owner Building as approved by the New York City Department of Buildings and such other applicable government agencies having jurisdiction over the design and approval of the Owner Building. During the performance of the construction of the Owner Building, the Authority, at its sole cost and expense,will have the right to inspect, monitor and test any and all aspects of such construction to verify compliance with the Owner Building Requirements and Owners shall permit Authority to have access to the Premises and otherwise cooperate fully with the Authority in connection with such inspections, monitoring and testing. The Authority will use reasonable efforts to not materially disturb occupants in the building when performing such inspection, monitoring and testing; provided, however that nothing herein should be interpreted to require the Authority or the City to engage labor on an overtime or on an after-hours basis. Upon completion of the Owner Building, Owners shall promptly deliver as-built drawings of the Owner Building relating to the foundations and structural supports thereof certified by Owners' architect of record as being true and correct in CAD format or such other format as reasonably requested by the Authority, at the Owners' sole cost and expense. Neither the Owner Building Requirements, any approvals given by Authority or the City with respect to the plans and specifications of the Owner Building nor any inspection, monitoring or testing by the Authority to confirm compliance therewith shall relieve Owners from liability for the design, engineering and construction of the Owner Building. The failure of the Authority or the City to inspect, monitor or test Owners' compliance with the Owner Building Requirements or failure to approve, or comment on the Owner Building's as built drawing shall not be deemed an approval or confirmation of Owners' compliance with the Owner Building Requirements or be deemed a waiver of any of the Authority's or the City's rights in the event Owners failed to comply with such requirements. Except for the Authority Improvements, Owners, at their sole cost and expense, shall be responsible for the construction and maintenance,

repair and replacement of all elements of any structure existing or constructed on the Premises, including any enclosing walls, slabs, floors or ceilings separating the Easement Volume from such structure and any sidewalks adjacent thereto. Notwithstanding the foregoing, from and after the Possession Date, the Authority shall maintain in a reasonable clean condition (including painting as required) the exposed surfaces of elements immediately adjacent to and opening upon the Easement Volume, subject to Owners' obligations set forth in Article EIGHTH hereunder.

FIFTH: ENTRY BY AUTHORITY ON PREMISES.

Prior to the Possession Date, the City or the Authority at its sole cost and expense may, on no fewer than ten (10) calendar days' written notice, enter upon the Easement Volume and portions of the Premises and Owner Property outside of the Easement Volume ("Owner Premises"), on weekdays during the hours between 8:00 AM and 6:00 PM, to the extent reasonably necessary to make surveys, soundings, borings, and examinations relating to the Authority Improvements. From and after the Possession Date and in accordance with the provisions of this Easement Agreement, on no fewer than ten (10) calendar days' written notice (but immediately in the event of an emergency), the City and the Authority, at its sole cost and expense, shall have the right to enter upon the Owner Premises so far as may be reasonably necessary to construct, reconstruct, inspect, test, monitor or maintain any work to be performed by the City or the Authority in the Easement Volume. All work performed by the City or the Authority upon the Owner Premises shall be prosecuted and completed with due diligence. Except as otherwise set forth herein and so long as the Owner Building complied with the Owner Building Requirements, any damage to the Owner Premises which results from the work as set forth in this Article FIFTH shall be promptly repaired by the City or the Authority, at its sole cost and expense, in a good and workmanlike manner, to the prior condition existing before the subject damage. Owners shall promptly provide the Authority information with respect to the use and design of the Owner Building as reasonably necessary for the Authority to: (i) comply with legal requirements applicable to the Authority Improvements, including, but not limited to, those of the New York State Uniform Fire Prevention and Building Code, New York City Departments of Buildings, Transportation, and Environmental Protection and the New York State Department of Environmental Conservation; (ii) design Authority Improvements; (iii) obtain any and all necessary permits and approvals for the construction of Authority Improvements; (iv) cause any third party contractors engaged by the Authority or the City who enter onto the Premises in connection with performing work in the

Easement Volume to obtain comprehensive and general liability insurance with limits appropriate for the type of work being performed naming the Owners as additional insureds; and (v) plan and undertake necessary maintenance, repairs and replacements to the Authority Improvements and Easement Volume.

SIXTH: WORK AFFECTING EASEMENT VOLUME.

After the Possession Date, the Authority and the City shall have exclusive use and access to Easement Volume and the Owners may not use or commence any work in the Easement Volume whatsoever. Furthermore, after the Possession Date, the Owners may not commence any work at the Owner Premises (including, but not limited to, demolition of the Owner Building) which in any manner will interfere with the Easements, the Easement Volume or the Authority's or City's use of the Easement Volume without the Authority's prior written approval of the plans and specifications and means and methods of such work, which approval may not be unreasonably delayed, conditioned or withheld. Such approval by the Authority shall not relieve the Owners from liability for the design, engineering and construction of the Building or any repair or maintenance thereof except to the extent that any aspect of such design, engineering or construction was required by the Authority after written objection by the Owners thereto specifying liability and/or safety issues related to such required element(s). The Authority will have the right, at its sole cost and expense, to inspect, monitor or test that the Owners' work complies with approved plans, specifications and means and methods but the failure to so inspect, monitor or test shall not relieve Owners of any liability hereunder or be deemed approval thereof or a waiver of Authority's or the City's rights hereunder. The right to approve the Owners' plans and specifications set forth herein is in addition to any other approval right the Authority may have in connection with any work performed on the Premises or on other portions of the Owner Property as may be provided for elsewhere in this Agreement or under applicable law including, but not limited, to any approval rights under Section 3304.3.5 of the New York City Construction Code or laws of similar import or any superseding law, regulations, rule, or requirement. If after the Possession Date, Owners erect or cause to be erected scaffolding, a sidewalk shed or bridge or any similar protections on any portion of Second Avenue in connection with work performed at the Owner Property, then Owners shall: (i) erect double height scaffolding if so requested by the Authority or the City, and the Authority shall reimburse Owner the for the incremental cost of double height scaffolding above the cost of scaffolding that the Owners would have otherwise

incurred, (ii) permit the Authority and the City, at the Authority's sole cost and expense,to place identification and wayfinding signage on the sidewalk shed or bridge identifying and locating the entrance to the Station through the Easement Volume if permitted by applicable laws, and (iii) otherwise cooperate with the Authority and the City so as to allow the Authority and the City to keep open the entrance to the Station through the Easement Volume and to protect the safety of Users. In connection with and prior to performing any work in or affecting the Easement Volume, the Owners shall maintain comprehensive and general liability insurance in amounts reasonably acceptable to the Authority for the scope of work to be performed, which shall name the Authority and the City as additional insured parties and the Owners hereby indemnify, defend and hold the Authority and the City harmless with respect to any claims, lawsuits, losses, damages, suits, costs or expenses (including reasonable attorneys' fees and legal costs and expenses) which the Authority or the City may incur as a result of and arising from Owners' work in or affecting the Easement Volume, except if a result of the Authority's or the City's gross negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction. In the event the Owners intend or are otherwise required to demolish the Owner Building, in addition to any of the requirements set forth in this Agreement or at law, the Owners shall, at the Owners' sole cost and expense, take all protective measures as required by the Authority, in the Authority's sole discretion, to preserve and protect the Easement Volume's structural integrity and usability so as to minimize any disruption in use of the Easement Volume. Any plans and specifications and methods for demolition must be approved in advance by the Authority prior to performing any such related work. Without limiting any of the foregoing, in the event the Building's second floor slab or exterior building wall is removed (whether in connection with demolition, restoration, maintenance of the Owner Building), Owners shall provide, at Owners' cost and expense, a temporary structure to cover and protect the Easement Volume from weather elements, as approved by the Authority in the Authority's sole but reasonable discretion, which temporary structure will allow for the continued use of the Easement Volume by the Authority and the City.

SEVENTH: DAMAGE TO AUTHORITYOR OWNER FACILITIES.

A. Any damage to the Authority's or the City's facilities or other Authority Improvements in the Easement Volume caused by any of the Owners, or by any of their contractors, agents, employees, lessees, invitees or licensees shall be promptly repaired by the Owners in a good and workmanlike manner and in accordance with all applicable laws, rules and regulations. The

Authority shall provide written notice to the Owners within a reasonable period of time after discovering any such damage caused by the Owners (or by any of their contractors, agents, employees, lessees, invitees or licensees). Should the Owners fail to diligently pursue repair of any such damage to the Authority's or City's facilities or other Authority Improvements, the Authority, after thirty (30) days prior written notice to the Owners, may perform the necessary repair work, all at the sole cost and expense of the Owners, which shall promptly reimburse the Authority or the City (as applicable) for such cost. Notwithstanding the foregoing, the Authority has the absolute right to take all action which it may deem appropriate to remedy any emergency condition or any condition which in the sole judgment of the Authority poses an imminent danger to the safety of the Users in the Station, the Railroad or in the Easement Volume that is caused by or arises in connection the activities of any of the Owners, all at the cost and expense of the Owners. Such cost and expense incurred by the Authority or the City and payable or reimbursable under this Article SEVENTH will be computed in accordance with the Authority's Schedule of Rates for Services Rendered to Outside Parties then in effect, and the Owners shall pay the amount thereof to the Authority upon being provided an itemized billed therefore. In the event work is performed by non-Authority personnel, Owners shall reimburse the Authority for the Authority's actual cost of such work (i.e., without the addition of the Authority overhead and profit).

EIGHTH: USE AND OPERATION OF EASEMENT VOLUME.

A. From and after the Possession Date, the Authority may construct, inspect, maintain, repair, demolish and replace all Authority Improvements within the Easement Volume as the Authority so desires from time to time and shall, at its sole cost and expense and at all times, maintain and keep the Easement Volume, with the exception of any sidewalks adjoining the surface-level Easement Volume, if any, in a reasonably clean, neat and safe condition. The Authority Improvements may, in the Authority's sole discretion, be built exclusively in compliance with the New York State Uniform Fire Prevention and Building Code, and neither the Authority nor the City is responsible for any effect such would have with the compliance of the Owner Building with any applicable building or zoning laws and regulations. Unless the Authority abandons the Easement Volume and provides Owners with prior written notice thereof pursuant to Article NINTH below, and except for temporary closings for repairs, reconstruction and/or remodeling, the Authority shall keep the Easement Volume in a condition suitable for the use by the Users.

B. Except for the Open Areas, the Authority shall, at its sole cost and expense, keep the Easement Volume and Station entrance properly illuminated with artificial light at all times as required by applicable law for the safety and convenience of the Users.

C. The Authority shall, at its sole cost and expense (except as damaged by any of the Owners or any of their contractors, agents, employees, lessees, invitees or licensees), maintain, repair and keep in a reasonably clean, neat, safe and suitable condition the surface of any walls immediately bounding the Easement Volume. The Authority, at its sole cost and expense, shall be responsible for obtaining all utilities necessary to serve the Authority Improvements and Station and responsible for the maintenance, repair and/or replacement of any equipment, mechanicals, and/or portions thereof related to the utilities exclusively serving the Easement Volume and located in, on, and/or through the Easement Volume.

D. Except as otherwise provided herein, the Authority has no obligation to maintain any structural elements or windows of the Owner Building or any display window or windows constructed pursuant to Article TENTH hereof.

E. The Owners shall be responsible for all structural repairs and/or replacements which may be required to the Owner Building. The Authority hereby grants the Owners permission from time to time and upon reasonable notice to enter the Easement Volume for the carrying out of such structural repairs and replacement; provided the same shall be carried out in accordance with such reasonable rules and regulations set forth by the Authority and subject to the Owners obtaining an entry permit from the Authority and compliance with all of the terms and conditions set forth therein including those with respect to indemnification and insurance.

F. The Owners shall maintain and keep any sidewalks adjoining the surface-level Easement Volume in a clean, neat and safe condition and free of ice, snow or other dangerous conditions.

NINTH: ABANDONMENT AND TERMINATION OF EASEMENT VOLUME.

A. At any time hereafter, the Authority may notify the Owners in writing that the Easement Volume is not required. In the event the Easement Volume is not required, the Authority for itself and on behalf of the City shall promptly furnish the Owners with an instrument, in form suitable for recordation, reciting that the Easement Volume is abandoned and that this Easement Volume Agreement is void and of no further force and effect. The Authority shall reasonably cooperate

with the Owners in providing any documents required to record the instrument in the Office of the City register (County of New York). If such abandonment shall occur at any time after the commencement of construction by the Authority or the City in the Easement Volume (whether or not such construction has been completed) the Authority and the City shall, at their respective sole cost and expense, expeditiously block up and close off the subway mezzanine from the street level and remove all of their improvements in the above grade portion of the Easement Volume, if any, such that the Open Areas are repaved.

TENTH: AD DITIONAL USE OF EASEMENT VOLUME BY AUTHORITY.

Pursuant to Zoning Resolution Section 95-054, any area within the Easement Volume not used for transit purposes may, after the commencement of the use of the Easement Volume for transit purposes, be developed by the Authority as newsstands, cigar stands, flower stands or other concessions of a design, character and standard consistent with the nature of the Premises and the Building.

ELEVENTH: USE OF DISPLAY WINDOWS; SIGNAGE.

From and after the Possession Date and except as hereinafter provided, the Owners may not place any signs or commercial advertisement of any type in the Easement Volume or anywhere on the Owner Property facing the Easement Volume and within ten (10) feet of any point on the Easement Volume; provided that the tenants or other occupants of space in the Building may install tenant identification signs on their respective premises notwithstanding the provisions of this sentence.

TWELFTH: RECORDING.

This Agreement shall become effective upon the approval of the Final Certification by the Commission. Within ten (10) days of such approval, the Owner shall file and record at its sole cost and expense this Agreement in the New York City Register's Office, indexing it against all the tax lots that comprise the Premises. The Owner shall promptly deliver to New York City Department of City Planning and the Authority two (2) copies of this Agreement as recorded. If the Owner fails to so record this Agreement, the City or the Authority may record this Agreement, at the sole cost and expense of the Owners. All costs of recordation and certification, whether undertaken by the Owners, the City or the Authority, shall be borne by the Owners. If any mortgage or ground lease is hereafter or simultaneously with the recordation of this Agreement placed upon the

Premises or other portions of the Owner Property, the Owners undertake and agree that said mortgage or ground lease shall be subject and subordinate to this Easement Volume Agreement and the Easements granted herein.

THIRTEENTH: NON-LIABILITY.

No commissioners, officers, directors, trustees, members, stockholders, partners, principals (whether disclosed or undisclosed) or employees, of the Parties shall be personally liable under or by reason of this Agreement, or any of its articles, covenants or provisions, nor shall any commissioners, officers, directors, trustees, members, stockholders, partners, principals (whether disclosed or undisclosed) or employees, of the Parties be personally liable, or be sued individually, for damages on account of any breach of this Easement Volume Agreement.

FOURTEENTH: NO THIRD-PARTY BENEFICIARY.

The duties imposed upon the Parties in this Agreement shall not inure to the benefit of any third-party.

FIFTEENTH: INSURANCE FOR WORK BY AUTHORITY WITHIN EASEMENT VOLUME.

The Authority, acting for and on behalf of the City, warrants that it will require all of the contractors conducting work at the Owner Property or in connection with the Easement Volume (whether such work consists of construction, repair, maintenance, demolition, restoration or reconstruction and whether such work is performed for the Authority or for any other party) to (i) maintain comprehensive and general liability insurance with limits appropriate for the scope of work being performed as determined by the Authority in its reasonable discretion naming the Owners as additional insured parties, and (ii) indemnify and hold the Owners harmless with respect to any lawsuits, losses, damages (actual and not consequential or punitive), claims, costs and expenses (including reasonable attorneys' fees and legal costs and expenses), that may be imposed upon or asserted against Owners by a third party as a result of and arising from the work in or affecting the Easement Volume as set forth in this Article FIFTEENTH, except if a result of the Owners' negligence or misconduct. Owners shall give immediate written notice of any asserted claim or suit for which indemnification is requested under this Agreement and shall cooperate in the defense of such claim or suit. Owners shall not settle such claim or related action in a manner

which imposes any obligation on the Authority or the City without the prior written consent of Authority.

SIXTEENTH: EFFECT OF CANCELLATION OF THIS AGREEMENT OR OTHER AGREEMENTS.

In the event this Easement Volume Agreement is cancelled or terminated pursuant to any action taken by any party hereto, the Parties agree that it will not affect the status of any other agreements between the Owners and the Authority unless such other agreements are expressly conditioned on this Easement Volume Agreement.

SEVENTEENTH: NOTICES.

Except as may be otherwise expressly provided in this Agreement, any bills, statements, notices, demands, requests, approvals, consents or other communications given or required to be given under or in connection with this Agreement ("Notices") shall be effective only if (a) in writing, (b) (i) sent by United States registered or certified mail, return receipt requested, postage prepaid; (ii) delivered by hand; or (iii) sent by nationally recognized overnight courier services, and (c) addressed as follows:

To the Authority: c/o Metropolitan Transportation Authority
2 Broadway
New York, New York 10004
Attention: Chief Development Officer

with a copy to: New York City Transit Authority
2 Broadway
New York, New York 10004
Attention: Vice President of Capital Program Management

with a copy to: Metropolitan Transportation Authority
2 Broadway
New York, New York 10004
Attention: General Counsel

with a copy to: New York City Transit Authority
130 Livingston Street
Brooklyn, New York 11201
Attention: General Counsel

To the Owners: RC FLATBUSH LLC
c/o David Marom

53 Broadway
Brooklyn, NY 11249

with a copy to: Klein Slowik PLLC
90 Broad Street, Suite 602
New York, NY 10004
Attention: Stuart Klein, Esq.

To the City of New York: New York City Department of Planning
120 Broadway
New York, NY 10271
Attention: General Counsel

Each Notice will be deemed to have been rendered or given (i) on the date delivered, if delivered by hand, (ii) on the next business day, if sent by nationally recognized overnight courier, or (iii) on the date which is three (3) business days after mailing, if mailed as provided in this Article SEVENTEENTH. If delivery is attempted in person or by overnight delivery and refused, then the date of such refusal of delivery will be deemed the date of delivery. Either party may at any time change the address for Notices to such party by giving a Notice as aforesaid. A Notice may be given by either party or such party's attorney. Anything in this Agreement to the contrary notwithstanding, nothing in this Article SEVENTEENTH shall be interpreted to limit the right of the Authority or the City to send notices to the Owners at additional addresses and nothing herein shall be interpreted to invalidate any notice served on any Owner in connection with any litigation arising under this Agreement if such notice is served at a different address or in a different manner than specified in this Article so long as a notice has been sent to the Owners' address set forth above.

EIGHTEENTH: REMEDIES.

Each party hereto may avail itself of each and every remedy herein specifically given to it or now or hereafter existing at law or in equity or by statute, and each and every such remedy will be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by any party, and the exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The prevailing party in any legal proceeding between Owners (or any Owner) and Authority with respect to this Agreement that substantially receives the relief sought shall be entitled to recover court costs and

reasonable attorneys' fees incurred by the prevailing party from the non-prevailing party. Except in connection with an indemnification obligation from one Party hereunder to the other covering a third party claim for indirect, consequential, special or punitive damages, each Party hereto waives any right to collect from the other Party hereto, in any action or proceeding arising under this Agreement or arising out of the performance of or failure to perform any work required to be performed by any party hereunder, any indirect, consequential, special or punitive damages whatsoever, whether or not such other Party was or should have been aware of the probability or magnitude of such damages.

NINETEENTH: BINDING EFFECT.

This Easement Volume Agreement shall only become effective and enorcebale upon the joint approval and final certification of Application No. N. 200309ZCM, dated April 10, 2020, by the Authority an Commission pursuant to ZR § 95-041. Provided any purchaser, assignee or transferee of all of the interests of the Owners in the Owner Property shall specifically assume the obligations and liabilities of the Owners under this Easement Volume Agreement, then the obligations and liabilities of the Owners under this Easement Volume Agreement shall no longer be binding upon the Owners after such sale, assignment or transfer by the Owners (or upon any subsequent owner of the Owner Property after the sale, assignment or transfer by such subsequent owner) of their complete interests in the Owner Property. All promises, agreements and covenants herein made by the Owners shall be real covenants running with the land and any rights and obligations conferred upon and assumed by the Owners in this Easement Volume Agreement shall be deemed to include and be conferred upon and assumed by any subsequent owner and/or lessee of the Premises and/or the Building or any portion of the Owner Property. The Authority and the City shall look solely to the estate and interest of the Owners, their successors and assigns, in the Owner Property (and the rents and proceeds derived therefrom) for the collection of any judgment recovered against the Owners (or any Owner), or such successors and assigns, based upon the breach by an Owner or such successors and assigns, of any of the terms, covenants or conditions of this Easement Volume Agreement on the part of the Owners, or such successors and assigns, to be performed, and no other property of any Owner, or such successors and assigns, shall be subject to levy, execution or other enforcement procedure for the satisfaction of any other party or person's remedies under or with respect to either this Easement Volume Agreement, the relationship of the

Owner of the Premises or the Building and the Authority or the City, or the use of the Easement Volume.

TWENTIETH: TITLES AND HEADINGS; TERMS.

The table of contents and titles of sections of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. Wherever used in this Agreement, the words (i) "include" or "including" shall be construed as incorporating, also, "but not limited to" or "without limitation"; and (ii) "law" or "laws" shall be construed as meaning, collectively, laws, governmental ordinances, rules, regulations, orders or requirements.

TWENTY-FIRST: COUNTERPARTS.

This Agreement may be executed in counterparts, and all such counterparts shall be deemed to constitute but one original document.

TWENTY-SECOND: NO ORAL MODIFICATIONS.

This Agreement may not be modified, amended, terminated or discharged except by a written instrument approved by the Parties herewith.

TWENTY-THIRD: NON-USE OF EASEMENT.

The failure by the Parties to exercise any of its rights under this Agreement including but not limited to its non-use of the Easement Volume shall not be deemed or construed to be a waiver by Parties of its rights under this Agreement, or a basis for the termination of this Agreement.

TWENTY-FOURTH: SEVERABILITY.

If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provisions of this Agreement that can be given effect without the invalid provision, and to this end, the provisions hereof are severable.

TWENTY-FIFTH: GOVERNING LAW; JURISDICTION; VENUE.

This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of New York, without regard to conflict of law principles. For purposes of any suit, action or proceeding involving this Agreement, the parties hereto hereby expressly submit to the jurisdiction of all federal and state courts sitting in New York County, State of New York, and

consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal serviceto the addressed set forth in Article SEVENTEENTH (as such addresses may be updated by notice to the other parties), provided that reasonable time for appearance is allowed, and the parties hereto agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, each party hereto agrees upon the request of the other party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction.

Each of the parties hereto hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in the County of New York and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

TWENTY-SIXTH: AGREEMENT SUBJECT TO OTHER LAWS; PAL DUTIES.

This Agreement is entered into by the Authority subject to all the provisions of Article 5, Title 9 of the Public Authorities Law of the State of New York and the Rapid Transit Law of the State of New York, all of which are deemed a part hereof as if incorporated herein, and if any provision of this Agreement shall be in conflict with any provision of the aforesaid laws, then this Agreement shall, upon the application of either party, be amended to comply strictly with said laws to the extent possible without affecting the remainder of this Agreement.

TWENTY-SEVENTH: ESTABLISHMENT OF A CONDOMINIUM.

During any time that any portion of the Premises is subject, pursuant to applicable law (including the provisions of Article 9-B of the New York Real Property Law), to a condominium regime, the parties agree as follows:

A. The creation of the condominium regime will not, and will not be deemed to, effect a release of any portion of the Premises from the terms of this Agreement or any Easements granted hereunder;

B. Prior to the Possession Date, the Easement Volume shall be a limited common element of the commercial unit of the Condominium (the "Commercial Unit") for use by the owner of the

Commercial Unit (subject to the rights of entry and inspection and any other right of use or occupancy possessed by the Authority or the Owner under this Agreement or applicable law prior to the Possession Date). Upon the Possession Date the Easement Volume shall automatically convert to a general common element, and shall be so denominated by the declaration establishing the condominium regime (including the by-laws to be attached) executed and recorded in accordance with the provisions of applicable law, as the same may be amended from time to time (the "Condominium Declaration"); it being understood, however, that the failure to so denominate any Easement Volume in the Condominium Declaration will not impair, change or affect its designation as set forth in this Section B of Article TWENTY-SEVENTH.The Easement Volume must be clearly delineated on the condominium drawings included in the Condominium Declaration, with a specific notation on the drawings about the changing status of the Easement Volume prior and after the Possession Date. Any and all offering plans related to the condominium regime must also include a detailed description and designation of the Easement Volume and shifting status between a limited common element to the Commercial Unit and a general common element. Promptly following delivery of the Possession Notice, the Condo Board and Unit Owners (each defined below) shall (or shall cause to be recorded) a notice and amendment to the Condominium Declaration (and by-laws as required by law or the Authority) further documenting and memorializing the change in status of the Easement Volume from a limited common element of the Commercial Unit to a general common element. In the event that, after the Possession Date, the Easements are abandoned by the Authority and/or City as set forth in Article NINTH herein, the Easement Volume may revert to a limited common element of the Commercial Unit.

C. The Condominium Declaration will be subject and subordinate to this Agreement, as it may be modified or amended. In order to confirm compliance with the terms of this ARTICLE TWENTY-SEVENTH and the other applicable terms, conditions and provisions of this Agreement, the Authority shall have prior approval of the Condominium Declaration and any offering plans related thereto (including any amendment thereof) prior to submission to the New York State Attorney General's office or circulation to the general public, which shall not be unreasonably delayed, conditioned, or denied.

D. Anything in this ARTICLE TWENTY-SEVENTH to the contrary notwithstanding and even though prior to the Possession Date the Easement Volume is a limited common element of the Commercial Unit, prior to, upon and following the Possession Date, the owners of the units of

the Condominium (including, but not limited to, the owner of the Commercial Unit) (the "Units" and such owners, the "Unit Owners") and the board of managers or governing body (the "Condo Board") of the condominium established by the Condominium Declaration, will be considered (and will be deemed to be) the Owners under this Agreement and to have assumed, and to be a successor to and assignee of, the rights and obligations of the Owners under this Agreement (the "Owner Obligations"), subject, however, to the limitations specifically set forth in Article NINETEENTH and this Article TWENTY-SEVENTH. The Condominium Declaration and any offering plans associated therewith shall expressly set forth the Owner Obligations, that at all times all of the Unit Owners and Condo Board (and not just the owner of the Commercial Unit) are responsible for the Owner Obligations and that the Authority and the City may seek enforcement and remedies in connection with the failed performance of the Owner Obligations against each and every Unit Owner as set forth in this Article TWENTY-SEVENTH.

E. The Condo Board will be (and will be deemed to be) fully authorized to act hereunder on behalf of, and as agent for, all of the Unit Owners for all purposes of this Agreement. Without limiting the generality of the foregoing, and to the extent permitted by law, the Condo Board will have the power and authority on behalf of the Condominium and the Unit Owners, to:

i. perform the Owner Obligations, without seeking the consent of the Unit Owners, the holder of any lien on a Unit and/or the holders of any leasehold or possessory interest in a Unit (the "Unit Interested Parties");

ii. perform the obligations imposed on the Condo Board under the provisions of this Article TWENTY-SEVENTH, without seeking the consent of Unit Interested Parties;

iii. enter into amendments of this Agreement on behalf of all Unit Interested Parties without the need to have any such Unit Interested Party consent to or join in such amendments; and

iv. exercise the rights and remedies of the Owners under this Agreement.

F. The Condo Board shall assess the Units as and when necessary to obtain funds sufficient to satisfy and perform the Owner Obligations ("Owner Obligation Assessment"). Each Unit Owner shall be responsible to fund in a timely manner its Unit Assessment Share (as hereinafter defined) of the total Owner Obligation Assessment. As used herein, "Unit Assessment Share" means with respect to any Unit, such Unit's percentage common interest in the Condominium common

elements as set forth in the Condominium Declaration, with the total of all Unit Assessment Shares for all Units to equal one hundred percent (100%). No Owner Obligation Assessments may be forgiven, waived, conditioned or delayed by the Condo Board and the Condo Board shall take all reasonable measures as may be required in order to collect such unpaid Owner Obligation Assessment, including, the institution of any suit, action or proceeding to collect same and/or to foreclose the Unit Owner Lien (as hereinafter defined) against the Unit which is subject to such unpaid Owner Obligation Assessment. The Condominium Declaration (and any amendments thereto) may not create a special Unit Assessment Shares for the Owner Obligations or otherwise allocate Unit Assessment Shares for purposes of the Owner Obligation Assessment in any way that differs from the percentages and interests allocated among the Unit Owners for the common charges and general maintenance of the Condominium overall.

G. The Owner Obligation Assessment shall be an obligation of the Unit Owner of the Unit against which such Owner Obligation Assessment is made, as well as a charge on the Unit and a continuing lien in favor of the Condo Board upon the Unit (the "Unit Owner Lien"). Such Unit Owner Lien shall, in the case of a condominium formed for exclusively non-residential use, be superior to the lien of any recorded mortgage on the particular Unit in question, and in the case of a condominium containing residential uses, be (to the extent, but only to the extent, required by law) subordinate to the lien of any prior recorded mortgage on such Unit given to a bank or other institutional lender, and the Condominium Declaration shall so provide.

H. The holder of a mortgage or other lien encumbering a Unit or any interest therein shall not be liable for the payment of the Owner Obligation Assessment on such Unit, unless and until such mortgagee succeeds to the ownership of the Unit or any interest therein by foreclosure of the lien or mortgage, or acceptance of a deed or other transfer in lieu of foreclosure, or otherwise.

I. The Authority shall be deemed a third-party beneficiary of the Condo Board's rights and obligations to levy and enforce the Owner Obligation Assessment on the Unit Owners and to impose and enforce the Unit Owner Lien.

J. In the event that the Condo Board fails to perform its obligations hereunder with respect to any Owner Obligation Assessment, the Authority shall be entitled, at its election, to make demand on and to exercise all rights and remedies (including enforcement proceedings and foreclosure actions) against the Unit Owners and their Units with respect to their respective Unit Assessment

Shares of such Owner Obligation Assessment. In connection with any enforcement demand, the Authority shall be entitled to obtain from the Condo Board the names and last known addresses of all of the Unit Owners.No Unit Owner shall be liable for payment of more than its Unit Assessment Share of any Owner Obligation Assessment, and any Unit Owner which has duly paid its Unit Assessment Share of any Owner Obligation Assessment to the Condo Board shall not be obligated to pay any duplicative amount to the Authority.

TWENTY-EIGHTH - RELEASE OF LIABILITY FOR TRANSIT OPERATIONS.

The Owners hereby acknowledge that the Premises and the Owners' Building is or will be located adjacent to the Second Avenue Subway. The Owners for themselves and for any commissioners, officers, directors, trustees, members, stockholders, partners, principals (whether disclosed or undisclosed) or employees thereof and for each of their successors and assigns (the "Owner Parties") hereby waive and release the Authority and the City and each of their commissioners, officers, directors, trustees, members, stockholders, partners, principals (whether disclosed or undisclosed) and employees from any and all claims arising out of the Authority's transit activities in the Easement Volume and with respect to the existence, presence and/or occurrence of odor, noise, vibration, lighting or ventilation resulting from transit activities (the "Transit Impacts" and any claim based on a Transit Impact, a "Transit Claim"). The Owners shall include in each lease or other occupancy agreement or in the contract of sale to any condominium or cooperative unit in the Owner Building (each, an "Occupancy Agreement") made with respect to any portion of the Owner Building (now existing or thereafter erected) a provision notifying the parties to such Occupancy Agreement that the Authority's transit uses may have Transit Impacts, and that Owners have waived and released on behalf of all the Owner Parties all Transit Claims by the Owner Parties against the Authority and/or the City, and that such waiver and release are covenants running with the land and bind all Owner Parties in perpetuity. The waiver and release provided by this Article TWENTY-EIGHTH shall not apply to any claims for personal injury or property damage arising out of transit activities by the Authority or its contractors or subcontractors (of any tier) in the Easement Volume or in the Station that consist of the Authority's ordinary daily use, operation, and/or maintenance of the transit station in the Easement Volume and the subway line appurtenant thereto that are unrelated to odor, noise, vibration, lighting or ventilation.

TWENTY-NINTH – TENANTS IN COMMON; JOINT AND SEVERAL LIABILITY

A. Anything in the TIC Agreement to the contrary notwithstanding, the Owners hereby designate RC FLATBUSH LLC as Owners' single and exclusive representative and agent of the Owners with the authority to enter into agreements and to otherwise bind each and all of the Owners and the Authority and the City may rely on the consent, approval or agreement of said representative and agent as being binding on all of the Owners. Upon no fewer than two (2) weeks prior written notice to the Authority, the Owners shall have the right to replace the aforesaid named representative and agent.

B. References in this Agreement to "Owners" are intended to refer separately to each of the Owners signing this Agreement as a party and collectively to any two or more of such signers. Each of the Owners is responsible and shall be jointly and severally liable for the performance of all of the obligations to be performed by Owners (or any Owner) under this Agreement, subject to Article THIRTEENTH herein, and each of the Owners shall indemnify the Authority and the City on any claims arising from any dispute between or among the Owners, plus any reasonable attorneys' fees and costs in connection therewith. Each of the Owners acknowledges and agrees that the TIC Agreement is subject and subordinate to the terms and conditions of this Agreement and that the unconditional joint and several liability of the Owners will not be affected by any reimbursement or contribution agreement among the Owners or by any partition of the Premises. The Authority and the City may, at their option, proceed against any one or more Owner(s) in any order without proceeding against any other Owner(s). The Authority and the City may release or settle claims against any Owner(s) without, as a result, impairing the Authority's or the City's rights against any other Owner(s). The Authority and the City may enforce this Agreement against any one or more of the Owners, separately or together, in one or more legal proceedings. No Owner shall be a necessary party to any action brought by the Authority or the City against any other Owner and each of the Owners hereby expressly waive any right to assert the same as a defense in any action brought by the Authority or the City to enforce any Owner obligation under this Agreement.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Easement Volume Agreement the day and year first above written.

NEW YORK CITY TRANSIT AUTHORITY,
Acting for itself and on behalf of THE CITY OF NEW YORK

By: _____
Name Robert Paley
Title Dir, Transit Oriented Dvlpmnt

STATE OF NEW YORK)
) ss.:
COUNTY OF Columbia)

On February 8, 2021, before me, the undersigned, a notary public in and for the said state, personally appeared Robert Paley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Justin P. Rostoff
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02RO6405005
Qualified in New York County
Commission Expires 03/02/2024

IN WITNESS WHEREOF, the parties have executed this Easement Volume Agreement the day and year first above written.

RC FLATBUSH LLC, a New York limited liability company

By:_____
Name Abraham Leser
Title Authorized Signatory

FLAT LG LLC, a New York limited liability company

By:_____
Name Abraham Leser
Title Authorized Signatory

ELEM 340 LLC, a New York limited liability company

By:_____
Name Abraham Leser
Title Authorized Signatory

STATE OF NEW YORK)
) ss.:
COUNTY OF ~~NEW YORK~~ kings)

On Feb 3rd, 2021 before me, the undersigned, a notary public in and for the said state, personally appeared Abraham Leser, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities on behalf of RC FLATBUSH LLC, FLAT LG LLC, and ELEM 340 LLC, and that by his signatures on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

HERMAN SILBERSTEIN
NOTARY PUBLIC, State of New York
No. 01SI6068477
Qualified in Kings County
Commission Expires March 9, 2022

Exhibit A
Metes and Bounds Description of Premises

The Zoning Lot consists of the following five (5) parcels as shown on the Tax Map of the City of New York, County of New York, as Lots 25, 29, 30, 31, and 32 in Block 914, and each as more particularly described below.

Parcel I: Block 914, Lot 25

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the Northerly side of 33rd Street, distant 75 feet Westerly from the Northwesterly corner of 33rd Street and Second Avenue;

RUNNING THENCE Northerly parallel with Second Avenue, 98 feet 9 inches to the center line of the block;

THENCE Westerly parallel with 33rd Street, 25 feet:

THENCE Southerly and parallel with Second A venue, 98 feet 9 inches to the Northerly side of 33rd Street;

THENCE Easterly along the Northerly side of 33rd Street, 25 feet to the point or place of BEGINNING.

Parcel II: Block 914, Lot 29

ALL those certain plots, pieces or parcels of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York bounded and described as follows:

BEGINNING at a point of the Westerly side of Second Avenue distant 59 feet 2 inches Northerly from the corner formed by the intersection of the Northerly side of 33rd Street and the Westerly side of Second Avenue and in the center of a party wall;

RUNNING THENCE Westerly parallel with 33rd Street and part of the way through the center of said party wall, 75 feet;

THENCE Northerly parallel with the Westerly side of Second Avenue, 19 feet 7 inches;

THENCE Easterly parallel with 33rd Street and part of the way through a party wall, 75 feet to the Westerly side of Second Avenue;

THENCE Southerly along the Westerly side of Second Avenue, 19 feet 7 inches to the point or place of BEGINNING.

Exhibit A – Continued

Parcel III: Block 914, Lot 30

ALL those certain plots, pieces or parcels of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York bounded and described as follows:

BEGINNING at a point of the Westerly side of Second Avenue distant 78 feet 9 inches Northerly from the corner formed by the intersection of the Northerly side of 33rd Street and the Westerly side of Second Avenue and in the center of a party wall;

RUNNING THENCE Westerly parallel with 33rd Street and part of the way through the center of said party wall, 75 feet;

THENCE Northerly parallel with the Westerly side of Second Avenue, 20 feet to the center line of the block between 33rd and 34th Streets;

THENCE Easterly along the said center line of the block 75 feet to the Westerly side of Second Avenue;

THENCE Southerly along the Westerly side of Second Avenue, 20 feet to the point or place of BEGINNING.

Parcel IV: Block 914, Lot 31

ALL those certain plots, pieces or parcels of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York bounded and described as follows:

BEGINNING at a point on the Westerly side of Second Avenue distant 80 feet 2-1/4 inches Southerly from the Southerly line of 34th Street;

RUNNING THENCE Westerly parallel with 34th Street and through the center line of a party wall, 70 feet;

THENCE Southerly parallel with Second Avenue 18 feet 6-3/4 inches;

THENCE Easterly parallel with 34th Street 70 feet to the Westerly line of Second Avenue;

THENCE Northerly along said Westerly line of Second Avenue 18 feet 6-3/4 inches to the point or place of BEGINNING.

Exhibit A – Continued

Parcel V: Block 914, Lot 32

ALL those certain plots, pieces or parcels of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York bounded and described as follows:

BEGINNING at a point on the Westerly side of Second Avenue distant 61 feet 8-1/4 inches Southerly from the corner formed by the intersection of the said Westerly side of Second Avenue with the Southerly side of 34th Street;

RUNNING THENCE Westerly and parallel with the Southerly side of 34th Street and part of the distance through a party wall, 70 feet;

THENCE Southerly parallel with the Westerly side Second Avenue, 18 feet 6 inches;

THENCE Easterly and again parallel with the Southerly side of 34th Street and part of the distance through a party wall 70 feet to the westerly side of Second Avenue;

THENCE Northerly along the Westerly side of Second Avenue 18 feet 6 inches to the point or place of BEGINNING

Exhibit B

Omitted

Exhibit C
Easement Volume Description

MTA EASEMENT 1

BEGINNING at a point on the westerly side of second avenue a distant 60 feet 5 inches northerly from the corner formed by the intersection of the northerly side of 33rd street and the westerly side of second avenue;

RUNNING thence westerly parallel with 33rd street 40 feet;

THENCE northerly parallel with the westerly side of second avenue 27 feet 8 inches;

THENCE easterly parallel with 33rd street 40 feet to the westerly side of second avenue;

THENCE southerly along the westerly side of second avenue, 27 feet 8 inches to the point of beginning.

Said easement contains a volume of 13,859.8 cubic ft. and begins at the base plane elevation of 20.32' (navd88) with a height of 13'-6".

MTA EASEMENT 2

COMMENCING at a point on the westerly side of second avenue a distant 59 feet 5 inches northerly from the corner formed by the intersection of the northerly side of 33rd street and the westerly side of second avenue;

RUNNING thence westerly parallel with 33rd street 40 feet;

THENCE northerly parallel with the westerly side of second avenue 6 feet 8 inches to the point of beginning;

THENCE continuing northerly, 22 feet;

THENCE easterly parallel with 33rd street, 13 feet;

THENCE southerly parallel with 2nd avenue, 22 feet;

THENCE westerly, parallel with 33rd street, 13 feet to the point of beginning.

Said easement contains a volume of 5,062.3 cubic ft. and begins at the base plane elevation of 2.65' (navd88) with a height of 17'-8".

Exhibit C – Continued

MTA EASEMENT 3

BEGINNING at a point on the westerly side of second avenue a distant 66 feet 1 inches northerly from the corner formed by the intersection of the northerly side of 33rd street and the westerly side of second avenue;

RUNNING thence westerly parallel with 33rd street 40 feet;

THENCE northerly parallel with the westerly side of second avenue, 22 feet;

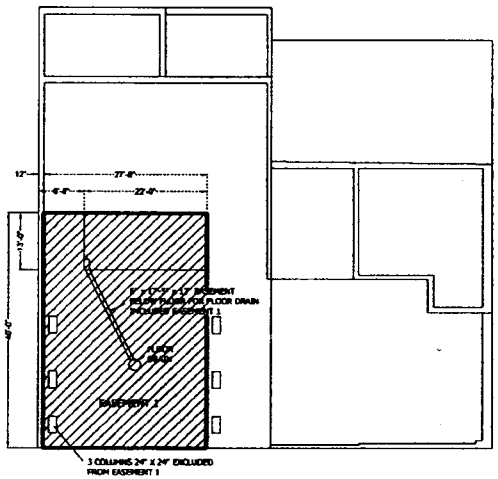
THENCE easterly parallel with 33rd street 40 feet to the westerly side of second avenue;

THENCE southerly along the westerly side of second avenue, 22 feet to the point of beginning.

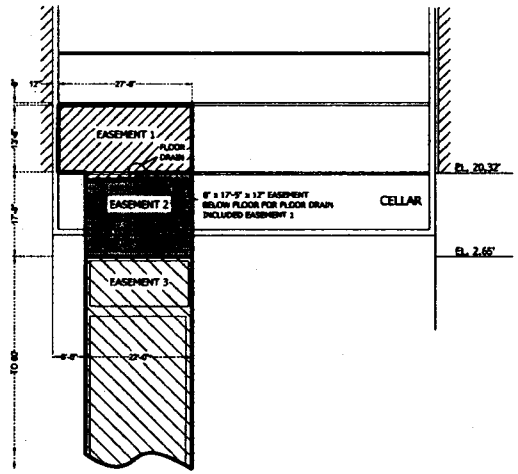
Said easement contains a volume of 52,800 cubic ft. and begins at the base plane elevation of -57.35' (navd88) with a height of 60'-0".

Exhibit D

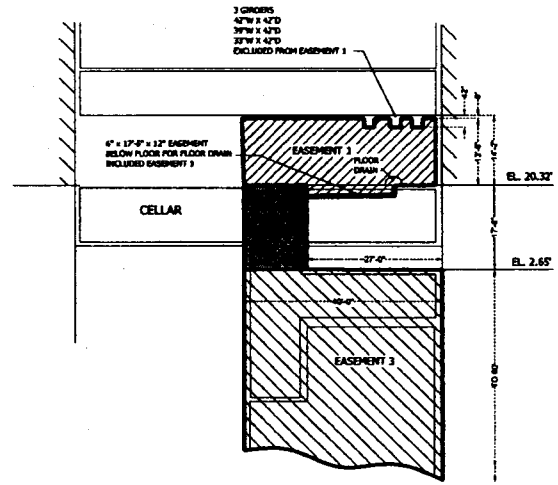
Easement Volume Drawings



609-615 SECOND AVENUE
EASEMENT VOLUME PLAN AT STREET LEVEL



609-615 SECOND AVENUE
EASEMENT VOLUME NORTH-SOUTH SECTION



609-615 SECOND AVENUE
EASEMENT VOLUME EAST-WEST SECTION

EASEMENT 1
EASEMENT 2
EASEMENT 3

MAP OF PROPERTY LOCATED
609-615 2ND AVENUE
NEW YORK, N.Y.

DATE	DESCRIPTION
JAN. 14, 2019	MTA EASEMENT SHEET 2

BLOCK 914
LOT 29,30,31,32
SECTION
COUNTY NEW YORK
DWG BY A.G.
CHKD BY J.A.
SCALE N.T.S.

NOTE:
Unauthorized alterations or additions to this survey is a violation of section 7209 of the New York State education law. Copies of this survey map not bearing the land surveyor's inked seal or embossed seal shall not be considered to be a valid true copy. Guarantees or certifications indicated hereon shall run only to the persons for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Guarantees or certifications are not transferable to additional institutions or subsequent owners.

MERIDIAN LAYOUT INC
3280 SUNRISE HWY, SUITE 341
WANTAGH, NY 11793
TEL. 516-787-3288

Schedule 1

Permitted Encumbrances

None.